

CITY OF FAIRFIELD

RESOLUTION NO. 2017 - 120

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
EXECUTION OF A CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY
OF FAIRFIELD AND IPC USA, INC. FOR THE PROVISION AND DELIVERY OF RED-
DYED RENEWABLE DIESEL AND 87 OCTANE GASOLINE AT THE CITY OF
FAIRFIELD CORPORATION YARD**

WHEREAS, the City of Fairfield has solicited bids for furnishing and delivering red-dyed renewable diesel and 87-octane gasoline; and

WHEREAS, IPC USA, Inc. has agreed to enter into an agreement directly with the City of Fairfield to provide and deliver to the corporation yard red-dyed renewable diesel and 87-octane gasoline at the bid price.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield the attached Contractor Services Agreement with IPC USA, Inc. for the provision and delivery of red-dyed renewable diesel and 87-octane gasoline in the amounts not to exceed the rates as follows:

- Red-Dyed Renewable Diesel: OPIS rack rate minus \$0.0510 per gallon
- 87-Octane Gasoline: OPIS rack rate minus \$0.0250 per gallon

Section 2. The Public Works Director is hereby authorized to do all things necessary and proper to implement the Agreement in addition to approving and executing up to a one-year extension option of the Agreement.

PASSED AND ADOPTED this 6th day of June, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Ray, Timm

ABSTAIN: COUNCILMEMBERS: NONE

Mayor, T. Price
MAYOR

ATTEST:

City Clerk
CITY CLERK
pw

Contract

CONTRACT FOR PURCHASE OF RED-DYED RENEWABLE DIESEL FUEL AND 87 OCTANE UNLEADED GASOLINE

This Contract is made and entered into by and between the City of Fairfield (City), a municipal corporation and IPC USA, INC. (Contractor), a Corporation in good standing under the laws of the State of California as of this 19th day of June, 2017.

RECITALS

Whereas, City issued an Invitation For Bids ("IFB") on March 29, 2017 for the purchase and delivery of Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasolines to be delivered during the term of this Contract and the IFB Documents attached and incorporated herein as Exhibit A; and

Whereas, Contractor submitted a Bid dated April 25, 2017, a copy of which is attached and incorporated herein as Exhibit B; and

Whereas, the City Council of the City of Fairfield has passed Resolution No. 2017-120 to award this contract to Contractor; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **Furnishing and Delivery of Specified Fuels:** Subject to the terms and conditions contained herein, City agrees to purchase from Contractor and Contractor agrees to sell to City Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline in accordance with the IFB and Contractor's Bid Form during the initial contract term.
2. **Contract Term:** The term of the Contract shall be for a two (2) year term, commencing upon issuance of a Notice to Proceed. City reserves the right, in its sole discretion, to exercise one (1) one-year option term. The base term and any option term(s) is subject to City's right to terminate the Contract in accordance with Exhibit A.
3. **Incorporation by Reference:** The following documents, and each and every term and condition included therein, are incorporated herein by reference as though fully set forth at this point:
 - a. **City Documents:** City Invitation For Bids and any addenda thereto. Copies of said documents are attached hereto and marked Exhibit A.
 - b. **City Documents:** Contractor's Bid dated April 25, 2017 and is attached hereto and marked Exhibit B.
4. **Precedence of Documents:** Except as otherwise provided in this Agreement, in the event of any conflict between the documents set forth in Sections 3(a) and the documents set forth in Section 3(b), the conflict shall be resolved by giving the

documents set forth in Section 3(a) precedence over the documents set forth in Section 3(b).

5. **Compensation and Method of Payment:** The cost per gallon of Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline shall be in accordance with Exhibit B.

City shall pay to the contractor the full contract price for each delivery within thirty (30) days after receipt by City of said delivery and receipt of an approved invoice from Contractor.

6. **Time of Performance:** Each delivery shall be completed within twenty-four (24) hours of requested delivery time of an order. Failure to comply with this schedule shall subject Contractor to remedies as shall be available to the City.
7. **Amendment:** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.
8. **Remedies Cumulative:** The remedies conferred by this Contract upon City are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.
9. **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of City and Contractor and their respective successors in interest and assigns.
10. **Waiver:** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.
11. **Notices:** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

City
David Renschler, Fleet Manager
City of Fairfield
Vehicle Maintenance Division
420 Gregory Street
Fairfield, CA 94533

Contractor
Blanca Hurtado
IPC USA, INC.
4 Hutton Center Drive
Suite 700
Santa Ana, CA 92707

12. **Insurance:** Prior to City issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to City, in accordance with Exhibit A.
13. **Time of the Essence:** Time is of the essence in this Contract.

14. **Headings:** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
15. **Severability:** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State of California or of the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
16. **Attorneys' Fees:** If City or Contractor bring any action to interpret or enforce this Contract, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, in addition to all other recoverable damages and costs.
17. **Entire Agreement:** It is expressly agreed between City and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
18. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of California.
19. **Assignment:** No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

City of Fairfield



David A. White, City Manager


AMS

IPC (USA), Inc.
(Contractor)



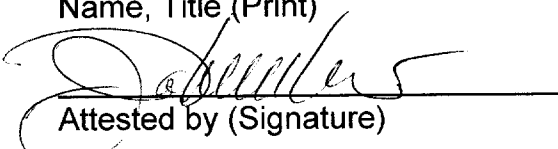
by (Signature)

APPROVED AS TO LEGAL FORM
AND CONTENT:



Greg Stepanich
City of Fairfield
Legal Counsel

Hiroyuki Okinaga, CEO
Name, Title (Print)



Attested by (Signature)

James Takeuchi, CFO
Name, Title (Print)

City of Fairfield invites your bids for:

**FURNISHING AND DELIVERING CARB RED-DYED RENEWABLE
DIESEL FUEL AND 87 OCTANE UNLEADED GASOLINE**

City of Fairfield invites bids from qualified suppliers or manufacturers for the purchase and delivery of CARB Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline to City of Fairfield.

Date: March 29, 2017

Bid Number: 17-VM-04

Invitation for Bids Deadline: Bids must be received in City of Fairfield Vehicle Maintenance Division by 1:00 PM, April 26th, 2017. Bidders shall submit one (1) original and two (2) copies of the bid. Bids must be in a sealed envelope marked "Fuel Bid" with the Bid number and opening date marked on the outside. Envelope to be addressed to:

City of Fairfield
Vehicle Maintenance Division
David Renschler, Fleet Manager
420 Gregory Street
Fairfield, CA 94533

**BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF
POSTMARK DATE.**

Instructions to Bidders and General Conditions, Special Provisions, Technical Specifications, and Bid Forms are enclosed. Please read carefully and follow the instructions.

All Questions, Answers to Questions, and Addendums relating to this Invitation for Bid will be posted at <https://www.fairfield.ca.gov/gov/depts/pw/ccp/rfp.asp>. It is the responsibility of the Bidders to monitor postings.

NOTICE INVITING SEALED BIDS

City of Fairfield

For

**FURNISHING AND DELIVERING RED-DYED RENEWABLE DIESEL FUEL
AND
87 OCTANE UNLEADED GASOLINE
FOR**

THE CITY OF FAIRFIELD

17-VM-04

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Fairfield at 420 Gregory Street, Fairfield CA 94533, until 1:00 PM, April 26, 2017, for Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline for the City of Fairfield in accordance with requirements of the Contract Documents.

Bids shall be submitted on the "Bid Forms" attached to the specifications and plainly marked with the Bidder's name and the procurement number. Bidders shall submit one (1) original and two (2) copies of the bid.

City reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the solicitation procedure. No Bidder may withdraw its bid for a period of sixty (60) days after the bids are opened. Each Bidder will be notified of award.

In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards will be required.

Attention is directed to the General Conditions, Special Provisions and Technical Specifications appearing with the Bid Documents for complete details and bid requirements. These documents, including bid forms, and this Notice shall be considered as part of any Contract made pursuant to this solicitation.

Copies of the Bid Documents may be obtained on-line at:

<https://www.fairfield.ca.gov/gov/depts/pw/ccp/rfp.aspx>

City of Fairfield, Vehicle Maintenance Division,
420 Gregory Street, Fairfield, CA 94533

March 29, 2017
David Renschler
Fleet Manager

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CITY OF FAIRFIELD

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

The Instructions to Bidders and General Conditions apply to all bidding, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

1. DEFINITION OF TERMS

Whenever in the bid or Contract Documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

"City" means City of Fairfield.

"City Council" means City of Fairfield City Council.

"City Manager" means City Manager of City of Fairfield or the properly authorized representative or agent.

"Fleet Manager" means Fleet Manager of City of Fairfield or the properly authorized representative or agent.

"Contractor" or "Vendor" means the successful Bidder to whom a contract is awarded.

"Buses" and "Coaches" are synonymous.

"Written Order" means a written order signed by City Manager, or his properly authorized representative or agent, mailed to the Contractor at the address designated in its bid or to such other address as it may designate in writing as its official place of business.

"Bid Documents", "Bid Forms", "Contract Documents" and cognate terms mean the Notice, Instructions to Bidders and General Conditions, Technical Specifications and Specific Conditions, Bid Form, and Addenda, if any, Notice of Award and Contract.

"Notice" means the notice published requesting bids.

"Days" means calendar days unless otherwise specified.

"Red-Dyed Renewable Diesel Fuel" means California Air Resources Board (CARB), Red-Dyed Renewable Diesel Fuel.

"87 Octane Unleaded Gasoline" means CARB 87 Octane Unleaded Gasoline.

2. CANVASS OF BID

City reserves the right to postpone bid openings for its own convenience. At the hour specified in the Notice to Bidders, or by City upon postponement of the time originally set for bid opening, City, in open session, will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids.

3. BID FORM AND SIGNATURE

The bid shall be made on the form provided therefor and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given. If the bid is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name, and the name and address of each member shall be given. If the Bidder is a corporation, the bid form shall be signed by one corporate officer from each of the following groups consisting of (1) the

chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written bid forms on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the bid, or it is executed by a person other than an officer, or by only one officer, there must be attached to the bid form a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the bid is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authority to do so. Bids submitted in any other form will be considered nonresponsive and **will** be rejected.

4. CONDITIONED BID

Unauthorized conditions, limitations or provisos attached to a bid will render the bid nonresponsive and may cause its rejection. Modifications or clarifications to a previously submitted bid may be transmitted by email to David Renschler at drenchler@fairfield.ca.gov prior to the bid opening date and time, provided it is followed by an executed original of the document(s) by U.S. mail, courier or other hard copy delivery means within five (5) working days from the date of receipt of the email.

5. BID

Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Bids must be submitted on the forms provided. Bids submitted in any other form will be considered nonresponsive and may be rejected in City's sole discretion.

6. SUBMISSION OF BID

Prior to the hour specified in the Notice Inviting Sealed Bids, one (1) original and two (2) copies of the Bidder's bid shall be delivered to David Renschler, Fleet Manager, at the address shown in the Notice to Bidders. All bids shall be in a sealed envelope properly endorsed as to "Fuel Bid", Bid number, and opening date. Bids received after said time or at any place other than the time and place stated in the notice will not be considered.

7. WITHDRAWAL OF BID

A Bidder may withdraw its bid before the expiration of the time during which bids may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to David Renschler at drenchler@fairfield.ca.gov.

8. FIRM BID

All bids shall remain in effect for sixty (60) days from the bid opening.

9. TAXES

The supplies, materials or equipment called for under the specifications will be used by City in the performance of a governmental function and are exempt from taxation by the United States Government. City will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. City is exempt from the Federal Excise Tax or Superfund Surcharge but is responsible for the California Oil Spill Surcharge and California Sales Tax charges. However, for the purposes of this IFB, do not include any applicable taxes or surcharges, only include the OPIS Pad average daily price for the specified OPIS area and your proposed add/deduct costs for a total charge per gallon before taxes. Contractor(s) will add applicable taxes and surcharges at the time of invoicing.

10. EXPERIENCE AND QUALIFICATIONS, STATEMENT OF

The Bidder may be required, upon request of the Fleet Manager, to prove to the Fleet Manager's satisfaction that the Bidder has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

11. ALTERNATIVE BID

Submission of an alternative bid or bids, except as specifically called for in the specifications or bid form, will render the bid non-responsive and will cause its rejection.

12. DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform City whether or not it is, or has been, on any debarred Bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform City.

13. NON-COLLUSIVE CERTIFICATION

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.

14. COLLUSION, PENALTY FOR

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other parties, then the contract so awarded shall be null and void; and the Contractor and its bondsmen (if any) shall be liable to City for all loss or damage which City may suffer thereby; and City Council may advertise for a new contract for said labor, supplies, materials or equipment.

15. CONFLICT OF INTEREST

No employee, officer, or agent of City shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his or her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above; has a financial or other interest in the firm selected for award

City's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. INTEREST, PROHIBITED

Contractor represents that to the best of its knowledge, no Board Member, officer, or employee of City has any interest, contractual or non-contractual, financial or otherwise, in this transaction or in

the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to City, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California. No member, officer, or employee of City or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

17. BIDDER'S SECURITY

No Bidder's Security shall be required in this procurement.

18. BRAND NAMES

To establish a basis for quality, certain materials, processes, types of machinery and equipment, or kinds of materials may be specified in the Bid Documents, either by description of process or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. Wherever such names appear, the term "or approved equal" is considered to follow. It is not the intent of these Bid Documents to exclude other processes, equipment or materials of equal value, utility or merit provided they are approved, in writing, by City.

Specifying a brand name, materials, components or equipment in the specifications shall not relieve the Bidder from its responsibility to produce the product in accordance with the contractual requirements. The Bidder is responsible for notifying City of any inappropriate brand names, materials, components or equipment that may be called for in the specifications and to propose a suitable substitute. Nothing in this section shall limit or restrict the provisions regarding the warranty of fitness set forth in the Contract Documents.

19. SPECIFICATIONS

Bidders may submit written questions regarding the specifications to David Renschler at drenchler@fairfield.ca.gov. Changes to the specifications will be made only by written addendum executed by the City Manager. Bidders cannot rely on any representations made that are inconsistent with the bid specifications or written addendum.

No advantage shall be taken by the manufacturer in the omission of any parts or details which go to make the services, materials, supplies and/or equipment to be procured complete and ready for service, even though such parts or details are not mentioned in the specifications. All units for parts not herein specified shall be the manufacturer's standard units.

20. INSPECTION BY BIDDER AND WAIVER

The Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Bid Documents; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Bid Documents. The Bidder waives any claim for the return of its bid deposit if on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.

21. REJECTION OF BID

City may reject any and all bids and will reject a bid of any party who has been delinquent or unfaithful in any former contract with City. The right is reserved to reject any or all bids, and to waive technical defects, as the interests of City may require. City may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in Paragraph 10 of these Instructions to Bidders and General Conditions.

22. TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES

The Bidder to whom award is made shall execute a written Contract with the City within fifteen (15) days of receipt of said Contract. The Bidder shall also provide all required insurance certificates within fifteen (15) days of receipt of the Notice of Award from City. If the Bidder to whom award is made fails to enter into the Contract as herein provided, the award will be annulled, and an award may, in the discretion of the Council, be made to the Bidder whose bid is next most acceptable in the opinion of City Council of City; and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

23. EXECUTION OF CONTRACT, MANNER OF

If the Contractor is an individual, the Contract shall be executed by him/her personally. If the Contractor is a partnership, it is desirable that the Contract be executed by all of the partners, but it must be executed by at least one of them. If the contractor is a corporation, the contract shall be signed by two corporate officers consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the contract, or it is executed by a person other than an officer, or by only one officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do.

24. FAITHFUL PERFORMANCE BOND

No Faithful Performance Bond shall be required in this procurement.

25. SURETIES, ADDITIONAL

If at any time during the continuance of the Contract, the sureties, or any one of them shall, in the opinion of City become irresponsible, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice.

26. CHANGES OF CONTRACT - BY CONTRACTOR

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the City Manager, if not detrimental to City. If authorized changes to the Contract will result in additional costs to the Contractor, then City shall compensate Contractor accordingly. Likewise, if the changes in the Contract result in a cost reduction to the Contractor, then City shall be likewise compensated by Contractor.

27. CHANGES OF CONTRACT - BY CITY

In case any work, materials or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the City Manager, do and perform such work and furnish such materials or equipment. If changes to the Contract will result in additional costs to the Contractor, then City shall compensate Contractor accordingly. Likewise, if the authorized changes in the Contract result in a cost reduction to the Contractor, then City shall be likewise compensated by Contractor.

28. PATENTS, INFRINGEMENT OF

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against City, its members, agents, officers, or employees, and pay any award of damages assessed against any or all of them in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article, or process used in the manufacture thereof, constitutes an infringement of any patent enforceable in the United States; provided, City gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

29. DOCUMENTS INCORPORATED AS PART OF CONTRACT

The Notice and Invitation to Bidders, Instructions to Bidders and General Conditions, Bid Form, Technical Specifications, Special Provisions and Addenda, if any, will be incorporated as part of the Contract.

30. DELIVERY

Unless otherwise stated in the Contract Documents, Bidder shall include freight and delivery charges in the bid price. Deliveries shall be to the locations and during the receiving times as described in the Special Provisions.

31. TIME, EXTENSIONS OF

Granting of or acceptance of extensions of time to complete the performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of the Contract.

32. TERMINATION

City may terminate its Contract at any time by giving the Contractor thirty (30) calendar days written notice. Notice of termination shall be by certified mail. Upon termination, City shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by the City to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from City cure such breach or violation, City may immediately terminate its portion of the Contract and shall pay the Contractor only its allowable costs to date of termination. City will not be responsible for any costs that may be incurred by the Contractor after written notice of City's decision not to exercise the option(s) to extend the Contract term.

City Termination Procedures are as follows:

- A. City may, subject to the following provisions, by ten (10) calendar day's written notice of default to Contractor, terminate the whole or any portion of this Contract in any one of the following circumstances:
 - 1. If Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or
 - 2. If Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract, in accordance with its terms and, in either of these two (2) circumstances, does not rectify such failure within a period of ten (10) calendar days (or such other period as City may authorize in writing) after receipt of notice from City specifying such failures.

- B. City may also terminate the Contract at any time by giving the Contractor thirty (30) days' notice thereof.
- C. Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified in the Contract Documents as amended in writing.
- D. If City terminates the Contract in whole or in part, as provided in (A) above, City may procure materials and equipment and contract for services similar to those so terminated; and Contractor shall be liable to City for any excess costs for such similar materials and equipment and services.
- E. Upon termination, Contractor shall submit a written closing statement to City to specify the costs of materials and equipment delivered to City and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid.

City may deduct any excess costs incurred under (D) above from the amount set forth in Contractor's closing statement. Upon payment of the amount found due, City shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by Contractor's continued performance under (F) below.
- F. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.
- G. Contractor shall not be liable for excess costs if acceptable evidence has been submitted to City that failure to perform the Contract giving rise to such costs was due to causes beyond the control and without the fault or negligence of the Contractor.

33. DEFECTIVE OR DAMAGED WORK

All materials, parts and equipment furnished by the Contractor shall be new, high grade and free from defects. The Contractor shall establish and maintain quality assurance policies and procedures to insure compliance with the specifications. The Contractor shall extend to the Agencies full access to its manufacturing facilities during normal working hours so that the Agencies can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the Specifications.

If the Contractor delivers inferior products to a City storage tank, Contractor shall be responsible for the removal of all contaminated product, cleaning of City's storage tank(s) and any contaminated City delivery and dispensing piping and replacement of all contaminated fuel with acceptable product. This shall include the removal, cleaning and replacement of contaminated product delivered to the fuel tanks of City vehicles. In the event the contaminated product was responsible for damage to the engine of a vehicle operated with contaminated product, the Contractor shall be responsible for repairs to the parts of the vehicle engine damaged by the contaminated product. Any material, equipment or supplies found to be damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor without additional cost to the Agency.

If the Contractor shall fail to comply promptly with any order of the City Manager to repair, replace or correct damaged or defective work, then the City Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor.

Nothing in this section shall limit or restrict the provisions of the Warranty of Fitness as set forth in these Instructions to Bidders and General Conditions.

34. LAWS AND REGULATIONS, COMPLIANCE WITH

All materials and supplies furnished pursuant to these specifications shall comply with the laws and regulations of the State of California and the United States of America. Contractor shall, if requested by City, supply certification and evidence of such compliance.

35. WARRANTY OF TITLE

Contractor warrants to City, its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to City or to its successors or assigns, is free from all liens and encumbrances.

36. WARRANTY OF FITNESS

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

37. WARRANTY OF MERCHANTABILITY

Contractor warrants that the goods are merchantable in accordance with Section 2314 of the Commercial Code of the State of California.

In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, City does not waive any warranty, either express or implied, in Sections 2312 to 2315, inclusive, of the Commercial Code of the State of California or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

38. WARRANTY OF PRODUCT

The Contractor warrants that all fuels provided under this Contract are free from defects in design, material and workmanship. The Contractor shall replace, at no additional cost to City, any fuel found to be defective during the course of this Contract.

39. CONTRACTOR'S INDEMNITY

The Contractor shall indemnify, keep and save harmless City, its members, agents, officers, and employees against all suits or claims that may be based on injury to persons or property resulting from the course of the performance of this contract by the Contractor; and the Contractor shall, at its own expense, defend such actions and shall pay all reasonable attorney's fees and costs incurred in connection therewith, and if any judgment shall be rendered against City in any such action, the Contractor shall, at its own expense, satisfy and discharge the same; however, the Contractor shall not be held responsible for loss, damage, liability, injury or death occasioned by the active negligent act(s) or willful misconduct of City, its agents or employees.

40. RISK OF LOSS

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

41. SUBCONTRACTS

Contractor shall not subcontract all or any portion of its services under this agreement without the prior written approval of the City Manager, and any attempt thereat shall be void and unenforceable. In the event the Contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor and that City shall have no obligation to them.

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of City Manager.

42. RECORDS

Contractor shall maintain full and adequate books, records and accounts to show the actual time devoted and costs incurred by it with respect to performance of services under this Contract; provided that said books, records and accounts shall be kept in accordance with generally accepted accounting principles.

43. AUDIT

Contractor shall permit City and its authorized representatives and regional, state, and Federal grantors and their authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract or after all other pending matters concerning this Contract, if any, are closed, whichever occurs later.

44. WAIVER OF CONDITIONS

The waiver of any provision, term or condition in these Contract Documents by City on any particular occasion shall not constitute a general waiver of provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

45. EVALUATION AND AWARD

Evaluation:

City will evaluate and award to the lowest responsive and responsible Bidder for the sale and delivery of the specified products to City set forth in the Bid Form based upon a comparison of the Grand Total Bid Price.

Award of Contract:

The City Council will make its award or rejection within sixty (60) calendar days after submission of the bids and will transmit Contract Documents within a reasonable time thereafter, including:

- A. A copy of the Resolution passed by City Council authorizing the award of the contract.
- B. A purchase order number from the City of Fairfield.

- C. An executable Contract to Furnish and Deliver Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline.

46. APPROVAL BY THE CITY MANAGER

City reserves the right to direct and supervise the work under this contract through its City Manager and the properly authorized agents, on whose inspection all work shall be accepted or condemned. The City Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract Documents.

47. ANTITRUST CLAIMS

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder."

48. DISCREPANCIES

Whenever in the Contract Documents an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals so given, the unit prices shall prevail.

49. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of City and has no authority to contract or enter into any agreement in the name of County Connection. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Contract. Contractor shall be fully responsible for all matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this contract.

50. INTERPRETATION

City's determination of meaning and intent of any ambiguities in this contract shall be final and conclusive, except that such decision shall not preclude the Contractor from exercising its rights and remedies under the law.

51. CORRESPONDENCE

- A. All correspondence must show City's project number: **17-VM-04.**
- B. For further information, prospective Bidders may contact David Renschler by calling (707) 428-7414 between the hours of 8:30 AM to noon, and 1:00 to 3:30 PM, Monday through Thursday, holidays excepted. Or contact David Renschler by email at drenschler@fairfield.ca.gov.

52. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The

Contractor shall immediately report any such release to the Fleet Manager. The Contractor shall be solely responsible for all claims and expenses associated with the response for removal and remediation of the release, including, without limit, payment of any fines or penalties levied against City by any agency as a result of such release and shall hold harmless, indemnify and defend City from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

- A. all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
- B. any claim, cause of action, or administrative or judicial proceeding brought against City, its City Council, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including City.

If the performance of the work outlined by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall City be identified as the generator. The Contractor shall notify David Renschler, Fleet Manager, of any such hazardous wastes, and City reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend City from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

53. EFFECT OF FAILURE TO COMPLETE CONTRACT

In case of failure on the part of the Contractor to complete this Contract within the specified time, City may terminate the Contract and refuse to pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under the Contract. City may proceed to complete such Contract either by re-letting or otherwise, and the Contractor and its surety shall be liable to City for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

54. NON-EMPLOYEE PICKETING

If employees of the Contractor picket the facilities of City in connection with a labor dispute, City may terminate or suspend the Contract immediately. In addition, the Contractor shall reimburse City for expenses incurred by City resulting from the picketing or contract suspension or termination.

55. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

56. GOVERNING LAW

The Contract hereunder shall be governed by the laws of the State of California.

57. SEVERANCE

If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT

The City of Fairfield is soliciting bids for furnishing and delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline.

It is the intent of the City of Fairfield to award one contract to furnish and deliver red- dyed renewable diesel fuel and 87 octane unleaded gasoline as follows:

- a. An initial contract period of two (2) years, and
- b. Option for up to one (1), one year option term, extensions that will automatically take effect, unless the City gives written Notice of its determination not to exercise the option(s) to extend the contract at least ninety (90) days before the end of the contract term. This requirement shall be applied, in accordance with the Contract Documents, as more particularly described in the Technical Specifications which are attached. Notwithstanding the foregoing, the option term will not be automatically exercised.

2. SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which Bidders should make themselves aware:

- a. Bid Availability – March 29, 2017.
- c. Deadline for Approved Equals, Modifications or Clarifications – April 10, 2017.
- d. Bid Opening - 1:00 PM, April 26, 2017. Please reference Special Provision 11.

3. QUALIFICATION OF BIDDERS

City may reject the bid of any Bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a Bidder must:

- a. be a person or firm who has the capabilities of furnishing and delivering red-dyed renewable diesel fuel, and 87 octane unleaded gasoline to the City of Fairfield, at the specified locations; and
- b. have the necessary resources to properly test and assure that the red-dyed renewable diesel fuel and 87 octane unleaded gasoline which are supplied meet CARB requirements and the technical specifications; and
- c. provide technical services upon request to all purchasers to resolve any problems which may arise in connection with the use of the red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline supplied under this Contract.

City reserve the right to inspect the Bidder's premises prior to Contract award or at any time during the Contract period.

Each Bidder shall submit the form entitled "List of References," which is a list of three (3) firms for which it provides or has provided comparable services. Do not list City as a reference, though any experience providing services to City may be considered in the bidder evaluation process.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

4. INTERPRETATION OF THE CONTRACT SPECIFICATIONS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision of these Technical Specifications, he or she shall submit a written request for an interpretation or clarification no later than April 10, 2017. All such requests shall be directed to David Renschler at drenschler@fairfield.ca.gov. Responses to request will be made by April 17, 2017.

Any interpretation, change, or correction of these specifications will only be made by written addenda issued by Fleet Manager. Copies of such addenda will be posted at <https://www.fairfield.ca.gov/gov/depts/pw/ccp/rfp.asp> and will be the responsibility of each Bidder to check for changes.

No oral modifications of these specifications are valid.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the General Conditions.

5. APPROVED EQUAL REQUESTS

It is understood that specifying a brand name or specific types of components and/or equipment in these specifications, shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying City of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A Bidder may, at its option, use any equipment, material, article, or process, which, in the judgment of City, is equal to that designated. To do so, a Bidder shall furnish at its own expense, all test results, technical data and background information required by City in making the determination as to whether the proposed equipment, material, article or process, in the judgment of City, is equal to that designated.

City shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

6. BID FORMS

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by City, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive and may be rejected.

7. BID PRICES/COMPLETION OF BID FORM

Where prices are called for on the Bid Form, the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges and any and all other applicable costs except the taxes and fees described below. No Bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids.

In the event there is a discrepancy between the computed Grand Total Price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

The bid prices shall exclude any and all federal taxes and applicable California State sales or use taxes. The bid prices shall also exclude any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only but will be applied, as required, at invoicing. Additionally, for the purpose of contract award(s), if any, the agency will include an estimate of the applicable taxes and fees solely for the purpose of funding authorization.

RED-DYED RENEWABLE DIESEL

The OPIS RACK AVERAGE WITH CAR price per gallon of Red-Dyed Renewable Diesel is based on the wholesale "OPIS GROSS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for PADD 5 San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the Oil Price Information Service (OPIS) dated **March 28, 2017** and attached as "OPIS Rack Price". Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the Bidder should check the space marked "BIDDING RACK AVERAGE." Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. City will add this factor to or deduct this factor from the per gallon price for the applicable OPIS rate published in the 10 AM Contract Price Daily Issue of OPIS dated March 28, 2017, to determine the unit bid price. City will then multiply the unit bid price by the number of estimated gallons for the two-year period of the contract to determine the Grand Total Bid Price on the bid form.

During the term of this Contract, the prices for the Red-Dyed Renewable Diesel furnished hereunder may be adjusted only in the manner set forth herein. After City's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the "RACK AVERAGE WITH CAR" price of "OPIS CARB NO. 2 ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST" for PADD 5 San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the OPIS issued on the date of delivery, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. City reserves the right to question any adjustment and to require additional documentation, if necessary.

87 OCTANE UNLEADED GASOLINE

The OPIS RACK AVERAGE WITH CAR price per gallon of 87 octane unleaded gasoline is based on the wholesale "OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST" for PADD 5 San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the (OPIS) dated **March 28, 2017** and attached as "OPIS Rack Price" Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the Bidder should check the space marked "BIDDING RACK AVERAGE." Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. City will add this factor to or deduct this factor from the per gallon price for the applicable OPIS rate published in the 10 AM Contract Price Daily Issue of the OPIS issue dated "March 28, 2017 and attached as "OPIS Rack Price", to determine the unit bid price. City will then multiply the unit bid price by the number of estimated gallons for the two-year period of the contract to determine the Grand Total Bid Price on the bid form.

During the term of this Contract, the prices for the 87 octane unleaded gasoline furnished hereunder may be adjusted only in the manner set forth herein. After City's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a daily basis. Said adjustments shall be made based on the "RACK AVERAGE WITH CAR" price of "OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST" for PADD 5, San Francisco, CA, as shown in the 10 AM Contract Price Daily Issue of the OPIS issued on the date of delivery, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. City reserve the right to question any adjustment and to require additional documentation, if necessary.

8. TERM OF CONTRACT

The Term of Contract shall commence on the date specified by City after issuing a written Notice to Proceed, and shall continue thereafter for a two (2)-year period, unless terminated sooner pursuant to General Condition 32. All contracts awarded under this solicitation shall have a final expiration date, after application of all applicable options, no later than three years from the signing date of the contract.

9. OPTIONS

The Contract shall have up to one (1), one-year option which will automatically take effect at the end of each contract period, unless otherwise indicated in writing by the City no less than ninety (90) days before the end of each contract period.

10. ESTIMATED QUANTITIES

City's estimated requirements for the red-dyed renewable diesel fuel, and/or 87 octane unleaded gasoline to be furnished hereunder are listed on the bid forms. City shall not be held responsible for the accuracy of estimated gallonage, as this gallonage of the red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline to be furnished hereunder may differ from these estimates.

THIS IS TO ADVISE THAT THE ACTUAL QUANTITIES OF GALLONS TO BE PROVIDED DURING THE TERM OF THIS CONTRACT MAY DIFFER FROM THESE ESTIMATES. CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE SAID ESTIMATED QUANTITIES DURING THE TERM OF THE CONTRACT. CITY ALSO RESERVES THE RIGHT TO PROCURE THESE SERVICES FROM OTHER FIRMS IN THE EVENT THAT THE CONTRACTOR FAILS TO PERFORM.

11. MARKING AND MAILING BIDS/BID OPENING

One (1) original, and two (2) duplicates of each bid, together with all of the required bid documents, shall be securely sealed in a sealed envelope.

All bids must be received by City no later than 1:00 PM on Wednesday, April 26, 2017, at which time they will be publicly opened and read.

The envelope shall be clearly marked "Fuel Bid" with the bid number and shall also include the name and address of the Bidder. BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED. The bid submittal shall be mailed or personally delivered to:

City of Fairfield
Vehicle Maintenance Division
David Renschler, Fleet Manager
420 Gregory Street
Fairfield, CA 94533

12. AWARD OF CONTRACT OR REJECTION OF BIDS

With regard to General Condition 45, the award of Contract, if any, will be made within sixty (60) calendar days after bid opening to the lowest responsive, responsible Bidder.

Each Bidder must submit a price quotation as requested on the Bid Form. In determining the lowest responsive and responsible Bidder for each type of fuel, City shall compare and evaluate the submitted bid(s) on the basis of the Grand Total Bid Price as quoted on the Bid Form. Notification of award of Contract will be made in writing to the lowest, responsive, responsible Bidder.

City reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

13. PERFORMANCE SECURITY

A Faithful Performance Bond, will not be required for this contract.

14. INSURANCE

A. Public Liability

Contractor shall, at its own cost and expense, procure and maintain during the term of this agreement, liability insurance coverage of the following types and with not less than the following limits of liability:

Commercial General Liability. \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage with policy form on an occurrence basis with defense in addition to the limits. If defense costs are included in the limits, the required limit shall be \$4,000,000. Coverage shall include, but is not limited to premises and operation, products and completed operations, personal and advertising injury and sudden and accidental pollution.

Business Automobile Liability. \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage with policy form on an occurrence basis. Coverage shall include Owned, Non-Owned and Hired Automobile Liability coverage.

Contractor Pollution Liability. Contractor shall procure, or cause its subcontractor to procure, contractor pollution liability insurance in the amount of \$2,000,000. Such policy shall be either on a claims made basis with a two-year extended reporting provision following final acceptance of the work, or, occurrence coverage, and shall include City as additional insureds. This insurance may contain a deductible clause of not more than \$50,000. Any deductible amount shall be for the account of the Contractor, and City shall not be liable therefore.

Prior to an City's issuance of a written Notice to Proceed, Contractor shall furnish City with a Certificate of Insurance evidencing the above coverage requirements and further indicating that the Contractor's policy has been endorsed to name additional insureds as specified by City. The Certificate shall provide that Contractor's policy is primary over any insurance carried by City and that the policy will not be canceled or coverage reduced without thirty (30) days prior notice in writing being given to City.

B. Workers' Compensation Insurance

Prior to an City's issuance of a written Notice to Proceed, the Contractor shall submit satisfactory evidence to City that the Contractor maintains Workers' Compensation coverage for its employees in full compliance with the applicable requirements of the state(s) in which said employees work.

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the Participating Agency with a Certificate evidencing such coverage with a \$2,000,000 Employer's Liability Limit together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against a liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

C. Property and Physical Damage Insurance

The Contractor shall have a policy issued to protect its interest in the vehicles, property and equipment it uses in performance of this contract. The coverage under such policy shall have limits of liability adequate to protect the value of the vehicles, property and equipment. If

desired, the Contractor may choose to self-insure this exposure, but in no instance City be responsible for loss or damage.

D. Acceptable Insurance

All coverage shall be issued by insurance carriers who are rated "A-" or better by Best's rating service.

E. Claims-made Insurance

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes the Contractor's start of work.
2. Contractor will make every effort to maintain similar insurance for at least two (2) years following completion of contract, including the requirement of adding all additional insureds.
3. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this contract.

F. Failure to Maintain Insurance

The failure to procure or maintain the required insurance and/or adequately funded self-insurance program will constitute a material breach of the agreement.

- G. Bidders who propose self-insurance must submit proof of sufficient financial assets (financial statements to support self-insurance). Upon review of this information, City may or may not deem self-insurance to be eligible. This information must be provided when submitting a Bid.
- H. Certificate of Insurance or certified copies of the insurance policies required by this Section 14 shall be delivered to City concurrently with the executed Contract. Acknowledgement of these Insurance Requirements and the Bidder's ability to provide the specified coverages shall be included with the Bid Submission.

15. SPILL LIABILITY PROTECTION

Contractor shall be responsible and held liable for all losses, damages, and penalties that may be sustained by City or imposed on City by an outside agency as a result of spills. Contractor's drivers or subcontractors will immediately report any spill to City's designated contact. The Contractor will be billed for the replacement cost of any clean-up materials used as well as City labor or other costs expended in the clean-up of any spill or in the repair of City property damaged by reason of a spill. In the event Contractor fails to pay the billed amount within thirty (30) calendar days of City's invoice, City will deduct the billed amount from amounts due and owing to Contractor under this contract. Contractor will insure its representatives immediately report any fuel spills of one gallon or more during the fuel delivery process to a Vehicle Maintenance Supervisor or the designated contact.

Contractor will indemnify City, its officers, employees and agents and hold them harmless from losses, damages, and penalties imposed on City by third parties. City reserve the right to terminate the Contract if, notwithstanding compliance with the procedures set forth herein, Contractor delivers red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline in a negligent or careless manner or causes a spill of red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline while delivering to City facilities. In addition, the Contractor shall provide to City evidence of Pollution Liability Coverage, which is valid for the term of this Contract in the amount of \$2,000,000.

16. DELIVERY INSTRUCTIONS

City will order the red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline by telephone at least twenty-four (24) hours prior to the required date/time for delivery. Contractor shall provide

red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline within the agreed delivery procedures, times and locations.

The minimum order placed by City will normally be for one truck and trailer load or approximately 7,000 to 7,600 gallons. A minimum order may include mixed compartment loads on a single truck-trailer. For example, one compartment may be gasoline and the remainder of the load will be red-dyed renewable diesel fuel. Bulk deliveries of red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline must be accompanied by documentation from the Contractor's supplier showing the amount of Red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline picked up by the Contractor from its supplier.

Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from City.

In the event of emergency fuel supply needs arising from the failure of City's fuel supply systems, power outages, or from natural disasters, the Contractor shall guarantee City the exclusive use of pump-equipped supply tankers for City's employees to directly dispense fuel into equipment at City locations, or at alternate staging areas designated by City. Such emergency supply will be made available within 12 hours of notification by City to the Contractor and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the Contractor is unable to do so as a result of the natural disaster. In this case, Contractor shall immediately notify City of its inability to supply tankers.

City has delivery requirements that must be adhered to in the performance of this contract.

17. DELIVERY LOCATIONS/TIMES FOR PERFORMANCE, AND BILLING ADDRESS

Contractor shall make delivery of Red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline to the locations listed below and only during the times indicated, as follows:

City of Fairfield
Vehicle Maintenance Department
420 Gregory Street
Fairfield, CA 94533

Delivery Hours: 7:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Thursday

Billing Address:
City of Fairfield
Vehicle Maintenance Department
420 Gregory Street
Fairfield, CA 94533

18. PAYMENT

During the term of this Contract, City shall make payment to the Contractor in accordance with monthly invoices submitted by Contractor that reflect the amount of fuel gallons actually furnished during each month and the location and dates of the deliveries made.

City is exempt from the payment of Federal and State Excise and Transportation taxes, so such taxes must not be included on invoices. All applicable State Sales Taxes, Use Taxes, and California Oil Spill Recovery Fees shall be itemized and added to each invoice.

19. PRODUCT TESTING

The Bidder must certify that the product to be furnished meets the minimum specifications in order to qualify for award of the Contract. During the term of this Contract, City may elect to sample fuel at any time it is delivered to each location. This sampling will be taken by City personnel with the

cooperation of the delivery personnel. The sample will be tested by an independent third party laboratory and a report will be issued to City-designated contact.

For each occurrence that the fuel testing reveals that non-compliant fuel was delivered to City, the Contractor shall, at its sole cost and expense, replace the non-compliant fuel with fuel meeting the specifications stated in these Contract Documents and pay for subsequent independent testing to ensure the quality of the fuel. If City incurs a fine or any other cost or expense relating to the Contractor's delivery of non-compliant fuel, Contractor will reimburse City for the payment of the fine or other costs and expenses, related to delivery of non-compliant fuel, including the cost of independent testing, and shall indemnify, hold and save harmless City, its, officers, employees and agents respectively, against all suits or claims that may be related to such fines in accordance with the provisions of these Contract Documents. On the third such occurrence, City, at its sole option, may elect to terminate the Contract immediately.

20. TECHNICAL ASSISTANCE

The Contractor shall maintain and make available to City, upon request, technical services of competent engineers and necessary laboratory services at Contractor's sole cost and expense for the purpose of assisting City in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.

21. OSHA MATERIAL SAFETY DATA SHEETS

During the duration of this Contract, the Contractor must comply with all Federal and California Laws, Regulations and Safety Standards in effect.

The Contractor must submit, with its bid, OSHA Material Safety Data Sheets on all applicable items. This information must be submitted to David Renschler, Fleet Manager.

22. BID PACKAGE

A complete bid package shall consist of the following items, all of which must be submitted by each Bidder:

- A. List of References
- B. List of Prime Contractor and Subcontractors/Suppliers
- C. Fair Employment Practices Certificate
- D. Approved Equal Form
- E. Insurance Requirement Certificate
- F. Acknowledgement of Addenda
- G. OSHA Material Safety Data Sheets
- H. Completed Bid Form

LIST OF REFERENCES
Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline
17-VM-04

(DO NOT INCLUDE CITY AS A REFERENCE)

(See Special Provision 3 "Qualification of Bidders.")

1. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
PHONE # () _____ FAX # () _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

2. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
PHONE # () _____ FAX # () _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

3. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
PHONE # () _____ FAX # () _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Bidder's Name: _____ Disadvantaged Business Enterprise: Yes* _____ No _____ Small Business Enterprise: Yes* _____ No _____
 Owner or Contact Person: _____ Title: _____
 Address: _____ Firm's Annual Gross Receipts**: _____ Age of Firm: _____
 Phone: (____) _____ Fax: (____) _____ Email address: _____
 *If yes, provide documentation showing the firm's current certification status.
 **Optional

List the following information for all subcontractors/suppliers who provided a bid, quote or proposal to the Bidder:

Company Name/Address/Phone/FAX Owner's Name or Contact Person	DBE/SBE NonDBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Bid/Quote Accepted? (Yes/No)
1				
2				
3				
4				
5				

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with City. I certify that the information included on this form is complete and correct.

Signature of Owner or Authorized Representative _____ Title _____ Date _____

FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

4. A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment and Housing Act, Government Code Sections 12900 *et. seq.*, shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees that, should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

6. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

7. The Contractor will include the provisions of the foregoing Paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.

8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specification and the following provisions:

a. The submission by the Contractor of payroll, or copies thereof, is required. Each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this Contract.

b. The payroll records shall contain the name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

c. The Contractor shall make his payroll records available at the project site for inspection by City and shall permit City to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

FAIR EMPLOYMENT PRACTICES CERTIFICATION TO THE CITY OF FAIRFIELD:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the Bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Section 12900, *et. seq.*

FAIR EMPLOYMENT PRACTICES CERTIFICATE (CONTINUED)

		_____	PRODUCT AND SERVICES
DATE _____		(Type) _____	BIDDING COMPANY
ADDRESS _____	NUMBER AND STREET _____	BY _____	SIGNATURE
CITY _____	STATE _____ ZIP CODE _____	(Type) _____	NAME OF SIGNER
TELEPHONE _____		(Type) _____	TITLE

APPROVED EQUAL FORM

Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline 17-VM-04

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST. COPY THIS FORM AS NEEDED.

Submitted by: _____ (Company Name)

City requires that all prospective Bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. A. Approved equal is being requested for _____,
to be used in place of _____
(list technical specification or other reference number, [e.g. page TS-1, title, subsection, item]).
B. Page Number _____
C. Section Number and Heading _____
2. Description of approved equal request/substitution: _____

3. Product purpose: _____
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain): _____

5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):
 - A. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (_____) _____
Name of Contact Person _____
 - B. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (_____) _____
Name of Contact Person _____
 - C. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (_____) _____
Name of Contact Person _____
6. List the benefits and any other reasons why City should approve this request for approved equal/substitution: _____

7. Attach pertinent test data, technical data, and background information on the approved equal request.

INSURANCE REQUIREMENT CERTIFICATE

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 14 and 15.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 14 and 15.

Date _____

Signature _____

Company Name _____

Title _____

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following noted addenda from City of Fairfield for Proposal 17-VM-04.

Addendum #	Dated	Received By
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledgement of receipt of each addendum must be clearly established and included with the Bid.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

**TECHNICAL SPECIFICATIONS
FOR
FURNISHING AND DELIVERING RED-DYED RENEWABLE DIESEL FUEL
AND 87 OCTANE UNLEADED GASOLINE
FOR
THE CITY OF FAIRFIELD**

17-VM-04

1. GENERAL

It is the intent of these specifications to describe the requirements for the supply of Red-dyed renewable diesel fuel and 87 octane unleaded gasoline to the City of Fairfield. The red-dyed renewable diesel supplied under this contract shall conform to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 4 below.

The 87 octane unleaded gasoline supplied under this contract shall meet the minimum and/or maximum characteristics as more particularly defined in Technical Specification 5 below.

These minimum and/or maximum characteristics have been established by City, in concert with the minimum requirements of the engine manufacturers who have provided engines for the buses currently operated by City. These specifications shall take precedence over ASTM-D975 where deviations are noted.

The successful Bidder shall supply the red-dyed renewable diesel fuel and 87 octane unleaded gasoline in accordance with these specifications and within the schedule of services described in the Special Provisions during the term of the Contract.

2. CONFORMITY

All Bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said products shall be the best obtainable in the various trades.

No advantage shall be taken by the manufacturer in the addition and/or omission of any ingredient or detail, which makes the red-dyed renewable diesel non-compliant with any of the specifications, even though such details are not mentioned in these specifications.

In all cases, products must be furnished as specified, but if the term "approved equal" is used, the Fleet Manager must approve any product substituted for a specified product. All material not specified shall be the manufacturer's standard products.

3. RESPONSIBILITY

The Contractor shall assume responsibility for all products and services associated with this Contract, whether they be provided by the Contractor or purchased ready-made from an outside source.

4. SPECIFICATION FOR RD-99 RED-DYED RENEWABLE DIESEL

4.1 "Red-Dyed Renewable Diesel," means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

4.2 The red-dyed renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149.

The red-dyed renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. The carbon intensity of the fuel shall be no more than 50 gCO₂e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486.

- 4.3 City may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975.
- 4.4 The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.
- 4.5 STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. SPECIFICATION FOR 87 OCTANE UNLEADED GASOLINE

- 5.1 Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.
- 5.2 Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to City in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to City.
- 5.3 Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.
- 5.4 The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.
- 5.5 STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

All 87 octane unleaded gasoline shall have been refined in the United State of America.

6. FUTURE FUEL SPECIFICATION CHANGES

During the term of this Contract, City may require a change in the specification of the red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, City shall notify their respective Contractor in writing of the requested change. The Contractor shall provide City with the change in the cost per gallon of fuel to the price bid for the original Contract. If City and Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party within (30) day's written notice to the other party. Until termination, the reasonable determination of City's Fleet Manager as to the cost of the new fuel shall prevail.

7. RED-DYED RENEWABLE DIESEL FUEL AND 87 OCTANE UNLEADED GASOLINE STORAGE TANK CAPACITIES, AND ESTIMATED ANNUAL USAGE

Capacities:

DIESEL FUEL:

2 each, 10,000 gallon tanks for red-dyed renewable diesel fuel per underground tank at the Fairfield Facility

UNLEADED GASOLINE:

1 each, 10,000 gallon per underground tank at the Fairfield Facility

Estimated Annual Usage:

DIESEL FUEL:

420,000 gallons of red-dyed renewable diesel fuel at the Fairfield Facility

UNLEADED GASOLINE:

110,000 gallons at the Fairfield Facility

BID FORM

Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline

17-VM-04

City of Fairfield

Description	MAR. 28 OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 2-Year Period	Estimated Grand Total Bid Price for a 2-Year Period
RED-DYED CARB Renewable Diesel (RD99)	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	840,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	220,000	\$ _____

OPIS Rack quoted: () San Francisco, CA

Note: Bidder must attach documentation of CARB Certification for the Renewable Diesel Fuel.

Bidder's Signature _____ Company _____

OPIS Rack Price with CAR

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

		Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
Valero	u	N-10	184.17	+ .49	195.39	+ .49	206.63	+ .49		03/27	18:00
PSX	u	N-10	185.25	+ 2.75	207.25	+ 2.75	217.25	+ 2.75		03/24	18:00
Tesoro	u	N-10	186.00	+ 3.00	203.00	+ 3.00	220.00	+ 3.00		03/24	18:00
Valero	b	N-10	187.97	+ 1.29	195.94	+ 1.29	203.93	+ 1.29		03/27	18:00
XOM-TSO	b	1-10	192.00	+ 3.00	201.00	+ 3.00	211.00	+ 3.00		03/24	18:00
PSX	b	1-10	201.77	+ 2.02	211.37	+ 2.02	220.96	+ 2.02		03/24	18:00
Shell	b	125-3	202.05	+ 2.03	215.68	+ 2.03	229.32	+ 2.03		03/24	18:00
Chevron	b	1t45c	203.90	+ 2.00	212.90	+ 2.00	222.90	+ 2.00		03/24	18:00
Texaco	b	1t45c	203.90	+ 2.00	212.90	+ 2.00	222.90	+ 2.00		03/24	18:00
LOW RACK			184.17		195.39		203.93				
HIGH RACK			203.90		215.68		229.32				
RACK AVG			194.11		206.16		217.21				
CAP-AT-THE-RACK			10.90		10.90		10.92				
LCFS COST			3.940		3.940		3.940				
OPIS SAN FRANCISCO			DELIVERED SPOT (SRI)								
FOB SAN FRANCISCO			170.06		179.06		192.56				
BRD LOW RACK			187.97		195.94		203.93				
BRD HIGH RACK			203.90		215.68		229.32				
BRD RACK AVG			198.60		208.30		218.50				
UBD LOW RACK			184.17		195.39		206.63				
UBD HIGH RACK			186.00		207.25		220.00				
UBD RACK AVG			185.14		201.88		214.63				
CONT AVG-03/28			194.11		206.16		217.21				
CONT LOW-03/28			184.17		195.39		203.93				
CONT HIGH-03/28			203.90		215.68		229.32				

SAN FRANCISCO, CA

LOW RETAIL	275.57
AVG RETAIL	311.62
LOW RETAIL EX-TAX	218.27
AVG RETAIL EX-TAX	253.12

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST **

		Terms	No2	Move	No.2 RD	Move	No.2 NRLM	Move	Move	Date	Time
Tesoro	u	N-10	171.00	+ 1.00	172.00	+ 1.00	-- --	-- --		03/28	00:03
PSX	u	N-10	171.50	- 2.00	172.00	- 2.00	-- --	-- --		03/27	18:00
Valero	u	N-10	172.09	+ .25	173.39	+ .25	-- --	-- --		03/27	18:00
Chevron	b	1t45c	172.90	- 1.50	-- --	-- --	-- --	-- --		03/27	18:00
Texaco	b	1t45c	172.90	- 1.50	-- --	-- --	-- --	-- --		03/27	18:00
Shell	u	N-10	174.88	- 3.79	175.38	- 3.79	-- --	-- --		03/27	18:00
XOM-TSO	b	1-10	175.00	+ 3.00	-- --	-- --	-- --	-- --		03/24	18:00
Valero	b	N-10	175.34	+ .45	-- --	-- --	-- --	-- --		03/27	18:00
Shell	b	1-10	176.65	- 3.82	-- --	-- --	-- --	-- --		03/27	18:00

PSX	b N-10	176.75	+ 1.50	177.25	+ 1.50	-- --	-- --	03/27 18:00
LOW RACK		171.00		172.00		-- --		
HIGH RACK		176.75		177.25		-- --		
RACK AVG		173.90		174.00		-- --		
CAP-AT-THE-RACK		13.89		13.89		-- --		
LCFS COST		3.695		3.695		-- --		
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)								
FOB SAN FRANCISCO		155.24		155.59		-- --		
BRD LOW RACK		172.90		177.25		-- --		
BRD HIGH RACK		176.75		177.25		-- --		
BRD RACK AVG		174.92		177.25		-- --		
UBD LOW RACK		171.00		172.00		-- --		
UBD HIGH RACK		174.88		175.38		-- --		
UBD RACK AVG		172.37		173.19		-- --		
CONT AVG-03/28		173.90		174.00		-- --		
CONT LOW-03/28		171.00		172.00		-- --		
CONT HIGH-03/28		176.75		177.25		-- --		

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B1 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	206.53		03/25	09:30
LOW RACK		206.53			
HIGH RACK		206.53			
RACK AVG		206.53			
CAP-AT-THE-RACK		13.75			
UBD LOW RACK		206.53			
UBD HIGH RACK		206.53			
UBD RACK AVG		206.53			
CONT AVG-03/28		206.53			
CONT LOW-03/28		206.53			
CONT HIGH-03/28		206.53			

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	214.63		03/25	09:30
BayBio	u N-10	246.00		11/21	00:01
Goldngate	u N-15	248.00		11/21	00:01
LOW RACK		214.63			
HIGH RACK		248.00			
RACK AVG		236.21			
CAP-AT-THE-RACK		13.19			
UBD LOW RACK		214.63			
UBD HIGH RACK		248.00			
UBD RACK AVG		236.21			
CONT AVG-03/28		236.21			
CONT LOW-03/28		214.63			
CONT HIGH-03/28		248.00			

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 MULT BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Goldngate	u N-15	238.00		11/21	00:01
LOW RACK		238.00			
HIGH RACK		238.00			
RACK AVG		238.00			
CAP-AT-THE-RACK		13.19			
UBD LOW RACK		238.00			
UBD HIGH RACK		238.00			
UBD RACK AVG		238.00			
CONT AVG-03/28		238.00			
CONT LOW-03/28		238.00			
CONT HIGH-03/28		238.00			

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	211.98		03/25	09:30
BayBio	u N-10	235.00		11/21	00:01
LOW RACK		211.98			
HIGH RACK		235.00			
RACK AVG		223.49			
CAP-AT-THE-RACK		13.19			
UBD LOW RACK		211.98			
UBD HIGH RACK		235.00			
UBD RACK AVG		223.49			
CONT AVG-03/28		223.49			
CONT LOW-03/28		211.98			
CONT HIGH-03/28		235.00			

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	243.88		03/25	09:30
BayBio	u N-10	260.00		11/21	00:01
Goldngate	u N-15	260.00		11/21	00:01
LOW RACK		243.88			
HIGH RACK		260.00			
RACK AVG		254.63			
CAP-AT-THE-RACK		11.11			
UBD LOW RACK		243.88			
UBD HIGH RACK		260.00			
UBD RACK AVG		254.63			
CONT AVG-03/28		254.63			
CONT LOW-03/28		243.88			
CONT HIGH-03/28		260.00			

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS WHOLESALE B20 MULT BIODIESEL PRICES WITH CAR COST****

	Terms	CULS	Move
			Date Time
Goldngate	u N-15	250.00	11/21 00:01
LOW RACK		250.00	
HIGH RACK		250.00	
RACK AVG		250.00	
CAP-AT-THE-RACK		11.11	
UBD LOW RACK		250.00	
UBD HIGH RACK		250.00	
UBD RACK AVG		250.00	
CONT AVG-03/28		250.00	
CONT LOW-03/28		250.00	
CONT HIGH-03/28		250.00	

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS WHOLESALE B20 YGME BIODIESEL PRICES WITH CAR COST****

	Terms	CULS	Move
			Date Time
Suma	u N-15	230.28	03/25 09:30
BayBio	u N-10	249.00	11/21 00:01
LOW RACK		230.28	
HIGH RACK		249.00	
RACK AVG		239.64	
CAP-AT-THE-RACK		11.11	
UBD LOW RACK		230.28	
UBD HIGH RACK		249.00	
UBD RACK AVG		239.64	
CONT AVG-03/28		239.64	
CONT LOW-03/28		230.28	
CONT HIGH-03/28		249.00	

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Rack prices are adjusted in this report to reflect the wholesale rack prices modified to include/exclude the CAR values for California locations.

Subscriber fully understands that the CAR Adjusted Rack Price files MAY NOT match the official standard/terminal OPIS Rack Displays and agrees to fully inform those whom the subscriber does business with of the nature of the prices and how they may be different from standard/terminal OPIS rack prices. Subscriber accepts the risks inherent with using OPIS CAR Adjusted Rack Price files. http://www.opisnet.com/resources/cap_and_trade_supplier_list.pdf

April 25, 2017

Mr. David Renschler, Fleet Manager
City of Fairfield
Vehicle Maintenance Division
420 Gregory Street
Fairfield, CA 94533

RE: Bid Number 17-VM-04, Furnishing and Delivering CARB Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline

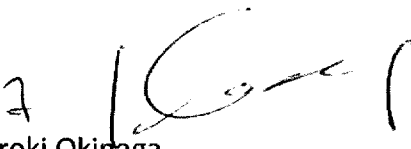
Dear: Mr. Renschler:

In regards to your solicitation to provide fuel, it is our pleasure to submit a proposal for your consideration. Our corporate office is located at 4 Hutton Centre Drive, Suite 700, Santa Ana, CA 92707 with business capabilities 7 days per week.

Thank you, for your consideration of IPC as your fuel provider. If you have any questions or concerns regarding this proposal, please contact Blanca Hurtado, as she is the main point of contact:

Blanca Hurtado
Manager of Bids and Contracts
Office: (949) 648-5620
Mobile: (714) 616-2703
Fax: (949) 648-5612
Email: blanca.hurtado@usipc.com

Sincerely,



Hiroki Okinaga
Chief Executive Officer



Mission and Vision Statement:

IPC is committed to provide products and services to an array of business types in the most cost effective manner. IPC respects the individual, society and the future in its Commitment to the Global Good by making quality a reality. Everyone who touches our business will benefit.

IPC's Vision possesses a clear picture or idea of a desired future; in conjunction with communicating that vision and leading others to its achievement. Our Integrity is aligned with personal and professional standards, and values; keeping agreements; interacting consistently at all times with everyone, everywhere. As well, as Diversity leveraging our stakeholders' backgrounds and perspectives (gender, age, nationality, and experiences) to enhance results. Our Passion is to focus intensely and energetically on current issues, with strong conviction and momentum to succeed. Finally, the Challenge to undertake "new" things with strong intention and pioneering the future with creativity and ingenuity, no matter the degree of difficulty.

Company Information:

The IPC group has a large network of suppliers drawing from several markets throughout the U.S. We are a great team built of experienced and dedicated professionals, taking pride in providing outstanding service and always securing supply, while setting the standards high for our competition.

Financial Capability:

IPC (USA), Inc. has lines of credit in place with Bank of Tokyo Mitsubishi UFJ, Mizuho Corporate Bank, Sumitomo Mitsui Banking Corporation and Shizuoka Bank for the purpose of issuing standby letters of credit and obtaining working capital advances, with an aggregate maximum credit facility over \$400 million and working to increase these lines.

Also, IPC does sales volumes in excess of 9 billion dollars annually in various markets throughout the US in addition to existing special trade relationships with top suppliers. These relationships will be leveraged to meet any future volume obligations.

Who We Are:

IPC (USA), Inc. began as a joint venture between ITOCHU and Chemoil (owned by Glencore) that began operations in the U.S. market in 2002. IPC (USA), Inc. www.usipc.com is a downstream wholesale marketing business offering refined products for sale across the United States. In November of 2011 ITOCHU purchased Chemoil's 50% ownership in IPC (USA), Inc. for \$20.75 million and now owns 100%.

IPC (USA), Inc. offers a variety of petroleum products for sales across various cities throughout the U.S. including gasoline, diesel fuels, natural gas, naphtha, and other clean fuel products. We deliver products to virtually every customer type including retail stations, trucking companies, industrial end users, and municipalities.

Key financial and operational data include the following:

- With ownership by ITOCHU with \$11 billion in equity, IPC is well funded and supported to meet its financial obligations and growth opportunities.
- IPC currently has \$415 million in available bank lines of credit used to procure fuel inventory and fund accounts receivable for customers.
- IPC has over \$180 million in lines of credit with over 90 suppliers of fuel in the U.S. alone.
- Revenues for IPC in 2011 were \$9 billion.
- IPC's customer base has increased each and every year since they began operations. We currently sell to customers nationwide.

4 Hutton Centre Drive | Suite 700 | Santa Ana, CA 92707
Toll Free: 800.936.3930 | Tel: 949.648.5600 | Fax: 949.648.5612
www.usipc.com



ITOCHU Corporation began more than 150 years ago as a trading company, importing and exporting items around the world. Ranked among the Fortune Global 500, ITOCHU Corporation has more than \$34 billion in annual revenue and over \$11 billion in equity. True to its mission, "Committed to the global good," ITOCHU's goods and services affect people's lives in the four corners of the globe.

Transportation:

IPC (USA) owns and controls 100% of Vista Energy Transport (www.vistaenergytrans.com). While they operate as a separate entity with their own management, IPC (USA) has full control over the firm.

Founded in 1994, Vista Energy Transport has provided quality service transportation of petroleum products throughout Southern California. The company continues to grow adding additional terminals in San Diego, Colton, and Los Angeles. They operate a fleet of late model trucks combined with the newest technology available, including GPS to help provide outstanding service 24 hours a day/7 days a week.

Acquisition of Space Petroleum:

IPC (USA), Inc. announces the acquisition of Space Petroleum & Chemical Company, Inc.'s business operations and assets. This includes all commercial fuel operations in the mid-Atlantic area, including MD, VA, TN, NC, SC, KY, WV, PA, DE and the District of Columbia. Combining Space Petroleum's business with IPC's existing platform will put IPC actively in 37 states. IPC will continue to use the Space Petroleum name and is looking forward to providing the tools necessary for future growth.

Space Petroleum & Chemical Company, Inc. has been serving the fuel needs of businesses in and around Maryland since 1970. With more than 55 million gallons sold annually, Space serves customers in nearly every type of industry including manufacturing, construction, fuel oil dealers and government agencies.

IPC (USA), Inc. is an independent wholesale distributor offering gasoline, diesel, jet fuel, LNG and other refined petroleum products throughout the United States. IPC offers delivered products to virtually every customer type including retail stations, trucking companies, industrial end users and government.

Testing Procedures/Information:

- 1) Contractor can supply MSDS sheets upon request.
- 2) IPC (USA) uses the independent testing agency, Inspectorate. Inspectorate has been in the commodities inspection business for over 75 years and is committed to delivering the highest level of compliance, integrity, and ethical behavior in its services. www.inspectorate.com
- 3) IPC (USA) has the capabilities to offer such additional technical services as fuel measurement before and after each delivery.

We also offer multiple options to provide tank monitoring through our affiliations such as the following:

- Veeder-Root monitoring is an innovative means to measure and monitor fuel levels. Veeder-Root offers a full range of fuel management needs, continuously measuring fuel, water, and temperature. Using their Fuel Management Service (FMS), suppliers can gain online access the fuel tanks upon being granted permission www.veeder.com
- Our relationships with carriers allow us to offer "Keep-full" services allowing us to monitor specified tanks per request. Our carrier will check the specified tanks and report back to us the fuel levels, the Customer will not need to do anything with the method of monitoring.
- FuelQuest ForeSite is a trademarked support tool that enables fuel retailers, as well as the distributors who manage their inventories, to implement a Just-In-Time (JIT) fuel replenishment strategy. ForeSite provides visibility into fuel inventories, enabling fuel managers to reduce run-outs and retains, and optimize purchasing decisions. www.fuelquest.com

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- SMARTank (Smartlogixinc.com) is a completely wireless tank monitoring system designed to provide petroleum distributors with the ultimate in flexibility and performance. SMARTank monitors require no external power, telephone connection or control boxes. Simple installation and unparalleled ease of use puts SMARTank in a class of its own.
- Should any of the above options require additional equipment, installation, and/or monthly costs, we as the supplier reserve the right to negotiate any additional fees.

Inventory/Supply/Expertise/Industry Knowledge:

- 4) Upon award of contract we would further research our local storage options and will proceed with obtaining leased space, if necessary. Having our own local fuel storage, IPC, (USA) would have supply readily accessible should unforeseeable events occur that would cause the Customer to lose their ability to source fuel. Until more local storage has been secured, IPC, (USA) does currently have storage capacity in Carson, California, which includes over 1,000,000 bbls (42 million gallons) of storage, marine terminal dock access for cargoes, and pipeline access to "outer terminals" in Colton and San Diego.
- 5) IPC Maintains terminal storage in every active west coast terminal including Los Angeles, Colton, San Diego, Barstow, Imperial, Fresno, Las Vegas, and Phoenix. Alternative supply sources in the case of supply outages include Houston and Portland.
- 6) Emergency Assistance:
 - IPC, (USA) has 24 hour service capabilities, whether that entails calling to place an order in the middle of the night or an emergency situation that might arise.
 - IPC has contractual relationships with over 80 common carriers that operate over 1,000 trucks including our own Vista Energy Transport company www.vistaenergytrans.com

Locking Ability/Procedures:

- 7) IPC (USA) has supplied fuel by "locking" with a supplier within the past three years. Due to the recent volatility of the market IPC, (USA) has the capabilities to "lock" a price anywhere from 0 – 30 days beginning from when the quote was requested and provided by the contractor thus resulting in acceptance. "Locked" prices are determined and quoted based on the market at that moment and quotes are time sensitive.
- 8) To date IPC, (USA) has supplied to the private and public sector fuel purchases through "locking".
- 9) IPC (USA) will allow up to a 5 percent + / - leeway in the quantities that are actually purchased as compared to the "locked" quantity. This means that up to what would equal 5 percent of the total quantity, the Customer may actually purchase plus or minus the "locked" quantity within the 15 percent leeway and still be in agreement. (Example: 100,000 gallons locked; the Customer may actually purchase a quantity ranging from 95,000 – 105,000).
- 10) NYMEX Futures and OPIS related contracts are available.
- 11) Given that "locked" pricing means the price is being guaranteed at said price for said amount of time, "downside protection" would not typically be an option offered by the Contractor and further clarification would be required to properly answer this question. Until further clarification is received, please note that no "downside protection" will be offered at this time with future opportunities remaining unknown.

LNG / Natural Gas:

As America builds on its renewable energy future, natural gas provides the best possible economic and environmental solution. Given the move towards a cleaner option, IPC (USA), has entered into the markets of LNG/natural Gas. With its lower costs, price stability, and cleaner burn, natural gas is the fuel of the future in addition to the domestic option as the U.S. has substantial reserves.

IPC (USA) will now be able to offer this alternative to all industries currently using LNG/natural Gas, which include, but not limited to: Transit Systems, Refuse Trucks, Delivery Fleets, Construction, Locomotive Switch Engines, Industrial and Agricultural Applications, School Districts, and Off-road Vehicles.

4 Hutton Centre Drive | Suite 700 | Santa Ana, CA 92707
Toll Free: 800.936.3930 | Tel: 949.648.5600 | Fax: 949.648.5612
www.usipc.com



Key Personnel Information:

- 12) Regarding experience, the principle team member that will manage the Contract's program will be Blanca Hurtado, Manager of Bids and Contracts, who has over 22 years' experience in the petroleum industry. She will be supported by individuals from IPC's dispatch, customer service, and billing departments (all with over 10 years' experience) to provide competent, efficient, service to the Customer.

Blanca Hurtado

IPC (USA), Inc.
Manager, Bids and Contracts
Government & National Sales
(949) 648-5620 Work
(714) 616-2703 Mobile
blanca.hurtado@usipc.com
4 Hutton Centre Drive
Suite 700
Santa Ana, CA 92707

Executive Members:

- HIROKI (OSCAR) OKINAGA / SIGNATORY

Hiroki (Oscar) Okinaga

IPC (USA), Inc.
Chief Executive Officer

(949) 648-5686 Work
(949) 735-6972 Mobile
oscar.okinaga@usipc.com
4 Hutton Centre Drive
Suite 700
Santa Ana, CA 92707

- JIM TAKEUCHI/ CFO/SECRETARY

Jim Takeuchi

IPC (USA), Inc.
CFO / Secretary

(949) 648-5666 Work
(415) 794-2367 Mobile
jim.takeuchi@usipc.com
4 Hutton Centre Drive
Suite 700
Santa Ana, CA 92707



- Randy W. Jones / Speaker

Randy Jones

IPC (USA), Inc.
Senior Vice President - Distribution
(949) 648-5641 Work
(714) 863-7997 Mobile
Randy.Jones@usipc.com
4 Hutton Centre Drive
Suite 700
Santa Ana, CA 92707

Customer Service:

- KARLA WILFONG / ACCOUNT RECEIVABLE

Karla Wilfong

IPC (USA), Inc.
Collections & Customer Service Supervisor

(949) 648-5652 Work
karla.wilfong@usipc.com

4 Hutton Centre Drive
Suite 700
Santa Ana, CA 92707

Dispatch:

- MIKE MORALES / OPERATION CONTACT

Mike Morales

IPC (USA), Inc.
Transportation Manager

(949) 648-5633 Work
(714) 497-7483 Mobile
Mike.Morales@usipc.com
4 Hutton Centre Drive
Suite 700
Santa Ana, CA 92707

Our competitive advantages include:

- Contractual relationships with over 90 suppliers including all refiners and trading companies in the U.S. markets
- IPC (USA) has lines of credit with multiple financial institutions with an aggregate maximum credit facility over \$400 million and working to increase these lines
- IPC (USA) does sales volumes in excess of \$9 billion dollars annually in various markets throughout the US
- Deliveries 24 hours a day, 7 days a week

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- 24 hour Order Placement and Customer Service
- All grades of Gasoline and Diesel Fuel
- Clean Fuels: Bio-Diesel and Ultra Low Sulfur Diesel
- Emergency Delivery service on call
- Branded and Unbranded supply
- LNG supply available in the California and Gulf Coast regions

Our unique service offerings include:

- Multiple options to provide remote tank monitoring through our affiliations with Fuel Quest and Smart Logix
- EDI, fax, and/or email for invoicing
- Able to provide our customers with access to their accounts history, purchases, delivery paperwork, and invoices through our interactive website
- Close, personal relationships with all members of the program team who will work directly with the City to provide the best service, and available 24 hours a day, 7 days a week

13) Given the nature of the product we supply, there remains difficulty is achieving extraordinary environmental protections. All of our fuel is tested to comply and exceed regulations set forth by the Federal and Local Governments and EPA. Our offices all utilize a paperless document filing system and what paper does get used all goes for recycling.

For more extensive environmental achievements please look to our parent company, Itochu International Inc., www.itochu.com. Itochu owns 100% of IPC, (USA) and in 2009 they were awarded the LEED Silver Certification as established by the U.S. Green Building Certification Institute for their preeminent program of design, construction, and operation of high performance green buildings. The North American headquarter offices in Manhattan were renovated for ergonomic reasons as well as to conserve energy. All the lights in the office turn off automatically and all bathroom water systems are hands free to avoid overuse of water, a variety of additional sustainable strategies were also incorporated throughout.

In 2007 Itochu subsidiary, Solar Depot, was honored with the Sustainable Business Award for their outstanding solar systems that help power thousands of homes and businesses. Solar Depot has been in business for over 30 years and continues to strive in making solar energy. Itochu's corporate mission statement is "Committed to the global good", and through their efforts as well as their subsidiaries, IPC, (USA) included, environmental responsibility remains an important goal to strive for.

Vendor Performance Management:

To accommodate the desire for Vendor Performance Management Reporting, IPC (USA) has the capability to provide detailed monthly/annual statements for our customers and will be able to accommodate with these. Our computer programs and systems have the capability to generate any requested information and a member of the project team can compile this information into a format desired. The project team assigned to manage the Contract account will include sales, dispatch, and customer service representatives that will be personally involved in managing the account and ensuring the Customer will receive the best possible service. Any specific information the Customer would require in order to fulfill these performance reports, IPC (USA) will be able to design a custom system of recording and reporting to meet this need.

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Toll Free: 800.936.3930 | Tel: 949.648.5600 | Fax: 949.648.5612
www.usipc.com

LIST OF REFERENCES
Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline
17-VM-04

(DO NOT INCLUDE CITY AS A REFERENCE)

(See Special Provision 3 "Qualification of Bidders.")

1. COMPANY NAME City of San Antonio
STREET ADDRESS 329 S. Frio
CITY, STATE, ZIP San Antonio, TX 78207
CONTACT Martha Rivera TITLE Fuel Buyer
PHONE # (210) 207-8383 FAX # (210) 207-4360
EMAIL martha.rivera@sanantonio.gov
SERVICE PROVIDED Gasoline & Diesel Fuel
CONTRACT VALUE \$16.5 million

2. COMPANY NAME Golden Gate Bridge Transit District
STREET ADDRESS 1011 Anderson Drive
CITY, STATE, ZIP San Rafael, CA 94901
CONTACT Nicole Gilaedi TITLE Senior Buyer
PHONE # (415) 257-4455 FAX # (415) 257-4411
EMAIL ngilaedi@goldengate.org
SERVICE PROVIDED Diesel Fuel
CONTRACT VALUE \$2.2 million

3. COMPANY NAME Parker Unified School District
STREET ADDRESS 1210 18th Street
CITY, STATE, ZIP Parker, AZ 85341
CONTACT John Perez TITLE Fleet Manager
PHONE # (928) 916-7067 FAX # ()
EMAIL jperez@parkerusd.org
SERVICE PROVIDED Gasoline & Diesel Fuel
CONTRACT VALUE \$73,000

LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Bidder's Name: IPG (USA) INC Disadvantaged Business Enterprise: Yes* ☒ No ☒ Small Business Enterprise: Yes* ☒ No ☒
 Owner or Contact Person: BOB MCINTOSH Title: MANAGER OF PROJECTS & CONTRACTS
 Address: 10000 10TH AVE STE 100 SHERBOURNE GA 30286 Firm's Annual Gross Receipts **: \$285,000.00 Age of Firm: 16 years
 Phone: (601) 408-5128 Fax: (601) 408-5113 Email address: BOB.MCINTOSH@IPG.COM
 *If yes, provide documentation showing the firm's current certification status.
 **Optional

List the following information for all subcontractors/suppliers who provided a bid, quote or proposal to the Bidder:

Company Name/Address/Phone/FAX Owner's Name or Contact Person	DBE/SBE NonDBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Bid/Quote Accepted? (Yes/No)
1 <u>none</u>				
2				
3				
4				
5				

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with City. I certify that the information included on this form is complete and correct.

Signature of Owner or Authorized Representative: [Signature] Title: Chief Executive Officer Date: 4/25/2017

FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

4. A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment and Housing Act, Government Code Sections 12900 *et. seq.*, shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees that, should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

6. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

7. The Contractor will include the provisions of the foregoing Paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.

8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specification and the following provisions:

a. The submission by the Contractor of payroll, or copies thereof, is required. Each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this Contract.

b. The payroll records shall contain the name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

c. The Contractor shall make his payroll records available at the project site for inspection by City and shall permit City to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

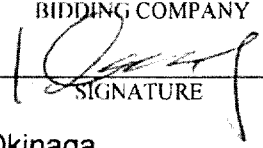
FAIR EMPLOYMENT PRACTICES CERTIFICATION TO THE CITY OF FAIRFIELD:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the Bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Section 12900, *et. seq.*

FAIR EMPLOYMENT PRACTICES CERTIFICATE (CONTINUED)

CARD Red Dyed Renewable Diesel Fuel and 87 Octane Unleaded
Gasoline, Furnishing and Delivering

04/25/2017
DATE
4 Hutton Centre Drive, Suite 700
ADDRESS NUMBER AND STREET
Santa Ana, CA 92707
CITY STATE ZIP CODE
949-648-5620
TELEPHONE

PRODUCT AND SERVICES
IPC (USA), Inc.
(Type) BIDDING COMPANY
BY 7 
SIGNATURE
Hiroki Okinaga
(Type) NAME OF SIGNER
Chief Executive Officer
(Type) TITLE

APPROVED EQUAL FORM

**Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline
17-VM-04**

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST. COPY THIS FORM AS NEEDED.

Submitted by: IPC (USA), Inc. (Company Name)

City requires that all prospective Bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. A. Approved equal is being requested for NONE,
to be used in place of _____
(list technical specification or other reference number, [e.g. page TS-1, title, subsection, item]).
B. Page Number _____
C. Section Number and Heading _____
2. Description of approved equal request/substitution: N/A
3. Product purpose: N/A
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? N/A (If NO, please explain): _____
5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first).
 - A. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____
 - B. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____
 - C. Company Name _____
Street Address _____
City/State/Zip Code _____
Telephone No. (____) _____
Name of Contact Person _____
6. List the benefits and any other reasons why City should approve this request for approved equal/substitution: N/A
7. Attach pertinent test data, technical data, and background information on the approved equal request.

INSURANCE REQUIREMENT CERTIFICATE

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 14 and 15.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 14 and 15.

Date 4/25/2017

Signature [Handwritten Signature]

Company Name IPC (USA), Inc

Title Chief- Executive officer

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following noted addenda from City of Fairfield for Proposal 17-VM-04.

[illegible]

NOTE: Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledgement of receipt of each addendum must be clearly established and included with the Bid.

IPC (USA), Inc
Name of Bidder
41 Hutton Centre Drive, Suite 700
Address
Santa Ana, CA 92707
City, State, Zip Code
[Signature]
Authorized Signature
4/26/2017
Date

**TECHNICAL SPECIFICATIONS
FOR
FURNISHING AND DELIVERING RED-DYED RENEWABLE DIESEL FUEL
AND 87 OCTANE UNLEADED GASOLINE
FOR
THE CITY OF FAIRFIELD**

17-VM-04

1. GENERAL

It is the intent of these specifications to describe the requirements for the supply of Red-dyed renewable diesel fuel and 87 octane unleaded gasoline to the City of Fairfield. The red-dyed renewable diesel supplied under this contract shall conform to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 4 below.

The 87 octane unleaded gasoline supplied under this contract shall meet the minimum and/or maximum characteristics as more particularly defined in Technical Specification 5 below.

These minimum and/or maximum characteristics have been established by City, in concert with the minimum requirements of the engine manufacturers who have provided engines for the buses currently operated by City. These specifications shall take precedence over ASTM-D975 where deviations are noted.

The successful Bidder shall supply the red-dyed renewable diesel fuel and 87 octane unleaded gasoline in accordance with these specifications and within the schedule of services described in the Special Provisions during the term of the Contract.

2. CONFORMITY

All Bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said products shall be the best obtainable in the various trades.

No advantage shall be taken by the manufacturer in the addition and/or omission of any ingredient or detail, which makes the red-dyed renewable diesel non-compliant with any of the specifications, even though such details are not mentioned in these specifications.

In all cases, products must be furnished as specified, but if the term "approved equal" is used, the Fleet Manager must approve any product substituted for a specified product. All material not specified shall be the manufacturer's standard products.

3. RESPONSIBILITY

The Contractor shall assume responsibility for all products and services associated with this Contract, whether they be provided by the Contractor or purchased ready-made from an outside source.

4. SPECIFICATION FOR RD-99 RED-DYED RENEWABLE DIESEL

4.1 "Red-Dyed Renewable Diesel," means a diesel fuel that is produced from non-petroleum renewable sources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

4.2 The red-dyed renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6 Article 5, Section 4149.

The red-dyed renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. The carbon intensity of the fuel shall be no more than 50 gCO₂e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486.

- 4.3 City may, at any time, take a sample of the delivered product to be inspected and tested according to the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTM D975.
- 4.4 The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.
- 4.5 STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. SPECIFICATION FOR 87 OCTANE UNLEADED GASOLINE

- 5.1 Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.
- 5.2 Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to City in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to City.
- 5.3 Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.
- 5.4 The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.
- 5.5 STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

All 87 octane unleaded gasoline shall have been refined in the United State of America.

6. FUTURE FUEL SPECIFICATION CHANGES

During the term of this Contract, City may require a change in the specification of the red-dyed renewable diesel fuel and/or 87 octane unleaded gasoline supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, City shall notify their respective Contractor in writing of the requested change. The Contractor shall provide City with the change in the cost per gallon of fuel to the price bid for the original Contract. If City and Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party within (30) day's written notice to the other party. Until termination, the reasonable determination of City's Fleet Manager as to the cost of the new fuel shall prevail.

7. RED-DYED RENEWABLE DIESEL FUEL AND 87 OCTANE UNLEADED GASOLINE STORAGE TANK CAPACITIES, AND ESTIMATED ANNUAL USAGE

Capacities:

DIESEL FUEL:

2 each, 10,000 gallon tanks for red-dyed renewable diesel fuel per underground tank at the Fairfield Facility

UNLEADED GASOLINE:

1 each, 10,000 gallon per underground tank at the Fairfield Facility

Estimated Annual Usage:

DIESEL FUEL:

420,000 gallons of red-dyed renewable diesel fuel at the Fairfield Facility

UNLEADED GASOLINE:

110,000 gallons at the Fairfield Facility

BID FORM

Furnishing and Delivering Red-Dyed Renewable Diesel Fuel and 87 Octane Unleaded Gasoline

17-VM-04

City of Fairfield

Description	MAR. 28 OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 2-Year Period	Estimated Grand Total Bid Price for a 2-Year Period
RED-DYED CARB Renewable Diesel (RD99)	\$ <u>1.7310</u> per gallon	\$ _____ per gallon	\$ < <u>0.0000</u> > per gallon		\$ <u>1.6880</u> per gallon	840,000	\$ <u>1,417,920.00</u>
87 Octane Gasoline	\$ <u>1.9411</u> per gallon	\$ _____ per gallon	\$ < <u>0.0000</u> > per gallon		\$ <u>1.9161</u> per gallon	220,000	\$ <u>421,542.00</u>

OPIS Rack quoted: () San Francisco, CA

Note: Bidder must attach documentation of CARB Certification for the Renewable Diesel Fuel.

Bidder's Signature [Signature] Company IPC (USA), Inc.



Air Resources Board
Mary D. Nichols
Chairman

State of California

Edmund G. Brown Jr.



State Water Resources Control Board
Felicia Marcus
Chair

July 31, 2013

Certified Unified Program Agencies (CUPAs)
Underground Storage Tank (UST) Operators
Petroleum Fuel Marketers, Refiners, and Blenders
Renewable Diesel Producers/Importers
Other Interested Stakeholders

Renewable Diesel Should Be Treated the Same as Conventional Diesel

This is a joint statement by the Air Resources Board (CARB) and the State Water Resources Control Board intended to clarify questions that have been raised regarding the status of renewable diesel. As discussed below, renewable diesel should be treated the same as conventional CARB diesel for all purposes, including storage in underground storage tanks (USTs).

For purposes of this statement, conventional CARB diesel is petroleum-based diesel that meets specified aromatics, sulfur content, and lubricity standards, as well as ASTM International standard specification, ASTM D975-12a. Similarly, renewable diesel also meets ASTM D975-12a, but it is made from non-petroleum sources. Specifically, renewable diesel meets the definition of "hydrocarbon oil" and the physical and chemical properties specified in ASTM D975-12a. For comparison, Attachment 1 shows the ASTM D975-12a specifications and typical properties for conventional CARB diesel and samples of renewable diesels recently tested by various researchers. As shown, both the tested conventional CARB diesel and renewable diesel samples fall well within the ASTM D975-12a specifications.

Despite renewable diesel being comparable to conventional CARB diesel, there have been questions regarding the ability of marketers and others to store renewable diesel in USTs. Further, questions have been raised about the compatibility of renewable diesel with leak detection systems used in USTs currently storing conventional CARB diesel. We consider renewable diesel to be a "drop in" fuel that can be blended with conventional CARB diesel in any amount and used with existing infrastructure and diesel engines. Accordingly, renewable diesel that meets the requirements for conventional CARB diesel and ASTM D975-12a should be treated no differently than conventional CARB diesel that is legal for sale in California.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

Various Stakeholders

Page 2

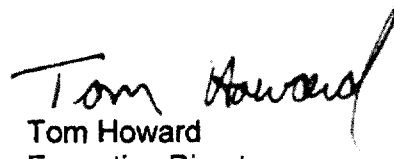
Our staffs would be happy to discuss any questions you may have with regard to renewable diesel or this letter. Please contact Mr. Floyd Vergara, Chief, Alternative Fuels Branch, at (916) 327-5986 or fvergara@arb.ca.gov for air-related questions, and Ms. Shahla Farahnak, Assistant Deputy Director, Groundwater Quality Branch, at (916) 341-5737 or sfarahnak@waterboards.ca.gov for water-related questions.

Sincerely,

Sincerely,



Richard W. Corey
Executive Officer
California Air Resources Board



Tom Howard
Executive Director
State Water Resources Control Board

Attachment

cc: Ms. Shahla Farahnak,
Assistant Deputy Director,
Groundwater Branch, State Water Resources Control Board

Mr. Floyd Vergara, Chief
Alternative Fuels Branch, Air Resources Board

Attachment 1
Table of Sample Renewable Diesel Properties

Property	Test Method	D975-12a ¹	Sample Fuel Properties							
			ARB Study ²		CRC Study ³					
			Conv. CARB Diesel	Renewable Diesel	RD1	RD2	RD3	RD4	RD5	RD6
Flash Point, °C	D93	38 min	148	146	68.25	59.5	72	76	46	89.25
Water and Sediment, % vol	D2709	0.05 max	---	---	---	---	---	---	---	---
	D1796	0.5 max	< 0.02	< 0.02	0.0022	0.0034	0.0031	0.0007	0.0016	0.0034
Distillation Temperature, °C90 %, % vol recovered	D86	262 - 338	322	286	294	291	301	315	297	292
Kinematic Viscosity, mm ² /S at 40°C	D445	1.3 - 24.0	2.7	2.5	2.605	2.525	2.096	3.613	1.878	2.841
Ash, % mass, max	D482	0.10 max	< 0.001	< 0.001	---	---	---	---	---	---
Sulfur, ppm (µg/g)	D5453	15 max	4.7	0.3	1	1	0.8	0.6	0.7	19.2
	D2622	0.05 max	---	---	---	---	---	---	---	---
	D129	2.00 max	---	---	---	---	---	---	---	---
Copper strip corrosion rating (3 h at a minimum control temperature of 50 °C)	D130	No. 3 max	1b	1a	---	---	---	---	---	---
Cetane number	D613	30 min	55.8	72.3	74.5	72.1	54.8	74.7	47.6	74.7
<i>One of the following properties must be met:</i>										
(1) Cetane index	D976-80	40 min	56.8	76.9	---	---	---	---	---	---
(2) Aromaticity, % vol	D1319	35 max	---	---	---	---	---	---	---	---
Operability Requirements										
Cloud point, °C, max	D2500	Report	-6.6	-27.1	-3.6	-14.4	-20.3	-12.7	<-54	-4.2
<i>or</i>										
LTFT/CFPP, °C, max	D4539 / D6371	Report	---	---	-8	-16	-27	-15	---	-9
Ramsbottom carbon residue on 10% distillation residue, % mass	D524	0.35 max	0.03	0.02	---	---	---	---	---	---
					---	---	---	---	---	---
Lubricity, HFRR @ 60°C, micron, max	D6079 / D7688	520 max	---	---	576	591	370	538	603	---
Conductivity, pS/m or Conductivity Units (C.U.), min	D2624 / D4308	25 min	55	135	---	---	---	---	---	---
Total Aromatic Content	D5186-96	N/A	18.7	0.4	0.3	0.5	20.35	0.6	2.6	0.7
PAH	D5186-96	N/A	1.5	0.1	0.08	0.1	3.5	<0.1	<0.31	<0.1
Nitrogen Content, ppmw	D4629-96	N/A	1.3	1.3	0.01	0.01	7.1	0.1	0.2	0.5
Derived Cetane #	IQ™	N/A	---	74.7	77.75	73.3	52.15	89.15	44.1	79.05
Gravity, API	D267-82	N/A	39.3	51.3	50.5	50.3	39.4	48.5	38.2	49.7
IBP	D86	N/A	337	326	325	311.8	357.4	332.9	316.3	394.1
10%, °F	D86	N/A	408	426	437.7	415.4	391.5	518.9	367.8	478.5
50%, °F	D86	N/A	519	521	533.4	527.6	477.2	572.3	434.2	535.9
EP, °F	D86	N/A	659	568	585.2	573.4	602.8	646.7	619.1	578.6
Pour Point, °C	D-97	N/A	-12	-47	-6	-21	-36	-18	-69	-9

¹ ASTM International D975-12a Standard Specification for Diesel Fuel Oils
² Biodiesel Characterization and NOx Mitigation Study - Durbin et al., 2011
³ CRC Report No. AVE-119-4, 2013

July 31, 2013

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

1/8/2016 SR Y EA 100-075811 00005 EA

IPC (USA) INC.
4 HUTTON CENTRE DR STE 700
SANTA ANA, CA 92707-8712

NOTICE TO PERMITTEE
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELLED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU WILL BE RESPONSIBLE FOR SALES AND USE TAXES
DUE BY THE NEW OPERATOR OF THE BUSINESS.

(Not subject to automatic expiration.)

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.

BOE-102-R (REV. 16/11/14)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a field office
- Attending a Basic Sales and Use Tax Law class offered at one of our field offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California State Board of Equalization (BOE)
- You are responsible for following the regulations set forth by the BOE

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

CALIFORNIA STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

CALIFORNIA STATE BOARD OF EQUALIZATION

MOTOR VEHICLE FUEL SUPPLIER LICENSE



LICENSE NUMBER

PS STF 004-060132

IPC (USA) INC.
4 HUTTON CENTRE DR STE 700
SANTA ANA, CA 92707-8712

THIS LICENSE HAS BEEN ISSUED TO YOU
UNDER SECTION 7451 OF THE MOTOR
VEHICLE FUEL TAX LAW TO CONDUCT
BUSINESS AS A SUPPLIER OF MOTOR
VEHICLE FUEL. PLEASE RETAIN FOR YOUR
RECORDS

THIS LICENSE IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE.

FOR GENERAL TAX QUESTIONS PLEASE TELEPHONE OUR INFORMATION CENTER AT 800-400-7115.

FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 888-324-2798 OR 916-324-2798.

BOE-442-MV REV. 1 (11-04)

A MESSAGE TO OUR LICENSE HOLDER

As a licensee, you have certain rights and responsibilities under the Motor Vehicle Fuel Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following informational sources:

- Our website at www.boe.ca.gov
- Our toll-free Information Center at 1-800-400-7115

As a licensee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board of Equalization (BOE) representative when requested.

You must notify us if you are buying, selling or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving. This license is valid only for the owner specified on the license. A person who obtains a license who ceases to do business, or who never commenced business, shall also notify the BOE immediately by writing to the State Board of Equalization, Special Taxes and Fees, P.O. Box 942879, Sacramento, CA 94279-0088.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

As authorized by law, information provided by an applicant for a license may be disclosed to other government agencies.

STATE BOARD OF EQUALIZATION

Audit and Carrier Division

CALIFORNIA STATE BOARD OF EQUALIZATION
SUPPLIER DIESEL FUEL TAX LICENSE



LICENSE NUMBER

DD STF 057-250302

IPC (USA) INC.
4 HUTTON CENTRE DR STE 700
SANTA ANA, CA 92707-8712

THIS LICENSE HAS BEEN ISSUED TO YOU UNDER
SECTION 60131 OF THE CALIFORNIA REVENUE
AND TAXATION CODE PLEASE RETAIN FOR
YOUR RECORDS.

THIS LICENSE IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS PLEASE TELEPHONE OUR INFORMATION CENTER AT 800-400-7115.

FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 888-324-2798 OR 916-324-2798.

BOE-442-DD REV. 1 (11-04)

A MESSAGE TO OUR LICENSE HOLDER

As a licensee, you have certain rights and responsibilities under the Diesel Fuel Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following informational sources:

- Our website at www.boe.ca.gov
- Our toll-free Information Center at 1-800-400-7115

As a licensee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a BOE (Board of Equalization) representative when requested.

You must notify us if you are buying, selling or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving. This license is valid only for the owner specified on the license. A person who obtains a license who ceases to do business, or who never commenced business, shall also notify the BOE immediately by writing to the State Board of Equalization, Special Taxes and Fees, P.O. Box 942879, Sacramento, CA 94279-0088.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

As authorized by law, information provided by an applicant for a license may be disclosed to other government agencies.

STATE BOARD OF EQUALIZATION

Audit and Carrier Division



California Environmental Protection Agency
AIR RESOURCES BOARD

Motor Vehicle Fuel Distributor Certificate of Compliance

The company or individual named below has complied with Health and Safety Code Section 43026 and is registered with the Air Resources Board as a motor vehicle fuel distributor in California.

Issued to: IPC (USA), Inc.
4 Hutton Centre Dr. Santa Ana, CA 92707
Santa Ana, CA 92707

Certificate #: 25630

Expires: June 30, 2017

For inquiries: P. O. Box 2815, Sacramento, CA 95812

Long Liu (916) 229-0398



**California Environmental Protection Agency
AIR RESOURCES BOARD**

Oxygenate Blender Certificate of Compliance

The company or individual named below has complied with Title 13, Section 2265.5 (g)(1)(a) of the California Code of Regulations and is registered with the Air Resources Board as an Oxygenate Blender in California.

Issued to: IPC (USA) Inc.
20 Pacifica, Suite 650
Irvine, CA 92618-3391

Certificate #: 15055

Expires: June 30, 2017

For inquiries: P. O. Box 2815, Sacramento, CA 95812

Long Liu (916) 229-0398

The renewal application for year 2017-2018 is
included.

It has printed the information we have on file.

Please review it and update it if necessary.

Highlight the updated information.

Mail the form back to CARB before
JANUARY 1, 2017.

**Certificates for year 2017- 2018 WILL NOT BE
ISSUED if the application is NOT received before
JANUARY 1, 2017**

OPIS Rack Price with CAR

SAN FRANCISCO, CA
EDT

2017-03-28 10:00:06

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	u N-10	184.17	+ .49	195.39	+ .49	206.63	+ .49	03/27	18:00
PSX	u N-10	185.25	+ 2.75	207.25	+ 2.75	217.25	+ 2.75	03/24	18:00
Tesoro	u N-10	186.00	+ 3.00	203.00	+ 3.00	220.00	+ 3.00	03/24	18:00
Valero	b N-10	187.97	+ 1.29	195.94	+ 1.29	203.93	+ 1.29	03/27	18:00
XOM-TSO	b 1-10	192.00	+ 3.00	201.00	+ 3.00	211.00	+ 3.00	03/24	18:00
PSX	b 1-10	201.77	+ 2.02	211.37	+ 2.02	220.96	+ 2.02	03/24	18:00
Shell	b 125-3	202.05	+ 2.03	215.68	+ 2.03	229.32	+ 2.03	03/24	18:00
Chevron	b 1t45c	203.90	+ 2.00	212.90	+ 2.00	222.90	+ 2.00	03/24	18:00
Texaco	b 1t45c	203.90	+ 2.00	212.90	+ 2.00	222.90	+ 2.00	03/24	18:00
LOW RACK		184.17		195.39		203.93			
HIGH RACK		203.90		215.68		229.32			
RACK AVG		194.11		206.16		217.21			
CAP-AT-THE-RACK		10.90		10.90		10.92			
LCFS COST		3.940		3.940		3.940			
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)									
FOB SAN FRANCISCO		170.06		179.06		192.56			
BRD LOW RACK		187.97		195.94		203.93			
BRD HIGH RACK		203.90		215.68		229.32			
BRD RACK AVG		198.60		208.30		218.50			
UBD LOW RACK		184.17		195.39		206.63			
UBD HIGH RACK		186.00		207.25		220.00			
UBD RACK AVG		185.14		201.88		214.63			
CONT AVG-03/28		194.11		206.16		217.21			
CONT LOW-03/28		184.17		195.39		203.93			
CONT HIGH-03/28		203.90		215.68		229.32			

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LOW RETAIL	275.57
AVG RETAIL	311.62
LOW RETAIL EX-TAX	218.27
AVG RETAIL EX-TAX	253.12

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OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST **

	Terms	No2	Move	No.2 RD	Move	No.2 NRLM	Move	Date	Time
Tesoro	u N-10	171.00	+ 1.00	172.00	+ 1.00	-- --	-- --	03/28	00:03
PSX	u N-10	171.50	- 2.00	172.00	- 2.00	-- --	-- --	03/27	18:00
Valero	u N-10	172.09	+ .25	173.39	+ .25	-- --	-- --	03/27	18:00
Chevron	b 1t45c	172.90	- 1.50	-- --	-- --	-- --	-- --	03/27	18:00
Texaco	b 1t45c	172.90	- 1.50	-- --	-- --	-- --	-- --	03/27	18:00
Shell	u N-10	174.88	- 3.79	175.38	- 3.79	-- --	-- --	03/27	18:00
XOM-TSO	b 1-10	175.00	+ 3.00	-- --	-- --	-- --	-- --	03/24	18:00
Valero	b N-10	175.34	+ .45	-- --	-- --	-- --	-- --	03/27	18:00
Shell	b 1-10	176.65	- 3.82	-- --	-- --	-- --	-- --	03/27	18:00

PSX	b N-10	176.75	+ 1.50	177.25	+ 1.50	-- --	-- --	03/27 18:00
LOW RACK		171.00		172.00		-- --		
HIGH RACK		176.75		177.25		-- --		
RACK AVG		173.90		174.00		-- --		
CAP-AT-THE-RACK		13.89		13.89		-- --		
LCFS COST		3.695		3.695		-- --		
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)								
FOB SAN FRANCISCO		155.24		155.59		-- --		
BRD LOW RACK		172.90		177.25		-- --		
BRD HIGH RACK		176.75		177.25		-- --		
BRD RACK AVG		174.92		177.25		-- --		
UBD LOW RACK		171.00		172.00		-- --		
UBD HIGH RACK		174.88		175.38		-- --		
UBD RACK AVG		172.37		173.19		-- --		
CONT AVG-03/28		173.90		174.00		-- --		
CONT LOW-03/28		171.00		172.00		-- --		
CONT HIGH-03/28		176.75		177.25		-- --		

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B1 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	206.53		03/25	09:30
LOW RACK		206.53			
HIGH RACK		206.53			
RACK AVG		206.53			
CAP-AT-THE-RACK		13.75			
UBD LOW RACK		206.53			
UBD HIGH RACK		206.53			
UBD RACK AVG		206.53			
CONT AVG-03/28		206.53			
CONT LOW-03/28		206.53			
CONT HIGH-03/28		206.53			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	214.63		03/25	09:30
BayBio	u N-10	246.00		11/21	00:01
Goldngate	u N-15	248.00		11/21	00:01
LOW RACK		214.63			
HIGH RACK		248.00			
RACK AVG		236.21			
CAP-AT-THE-RACK		13.19			
UBD LOW RACK		214.63			
UBD HIGH RACK		248.00			
UBD RACK AVG		236.21			
CONT AVG-03/28		236.21			
CONT LOW-03/28		214.63			
CONT HIGH-03/28		248.00			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 MULT BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Goldngate	u N-15	238.00		11/21	00:01
LOW RACK		238.00			
HIGH RACK		238.00			
RACK AVG		238.00			
CAP-AT-THE-RACK		13.19			
UBD LOW RACK		238.00			
UBD HIGH RACK		238.00			
UBD RACK AVG		238.00			
CONT AVG-03/28		238.00			
CONT LOW-03/28		238.00			
CONT HIGH-03/28		238.00			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B5 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	211.98		03/25	09:30
BayBio	u N-10	235.00		11/21	00:01
LOW RACK		211.98			
HIGH RACK		235.00			
RACK AVG		223.49			
CAP-AT-THE-RACK		13.19			
UBD LOW RACK		211.98			
UBD HIGH RACK		235.00			
UBD RACK AVG		223.49			
CONT AVG-03/28		223.49			
CONT LOW-03/28		211.98			
CONT HIGH-03/28		235.00			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move	Date	Time
Suma	u N-15	243.88		03/25	09:30
BayBio	u N-10	260.00		11/21	00:01
Goldngate	u N-15	260.00		11/21	00:01
LOW RACK		243.88			
HIGH RACK		260.00			
RACK AVG		254.63			
CAP-AT-THE-RACK		11.11			
UBD LOW RACK		243.88			
UBD HIGH RACK		260.00			
UBD RACK AVG		254.63			
CONT AVG-03/28		254.63			
CONT LOW-03/28		243.88			
CONT HIGH-03/28		260.00			

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 MULT BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move
			Date Time
Goldngate	u N-15	250.00	11/21 00:01
LOW RACK		250.00	
HIGH RACK		250.00	
RACK AVG		250.00	
CAP-AT-THE-RACK		11.11	
UBD LOW RACK		250.00	
UBD HIGH RACK		250.00	
UBD RACK AVG		250.00	
CONT AVG-03/28		250.00	
CONT LOW-03/28		250.00	
CONT HIGH-03/28		250.00	

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OPIS CONTRACT BENCHMARK FILE

OPIS GROSS WHOLESALE B20 YGME BIODIESEL PRICES WITH CAR COST

	Terms	CULS	Move
			Date Time
Suma	u N-15	230.28	03/25 09:30
BayBio	u N-10	249.00	11/21 00:01
LOW RACK		230.28	
HIGH RACK		249.00	
RACK AVG		239.64	
CAP-AT-THE-RACK		11.11	
UBD LOW RACK		230.28	
UBD HIGH RACK		249.00	
UBD RACK AVG		239.64	
CONT AVG-03/28		239.64	
CONT LOW-03/28		230.28	
CONT HIGH-03/28		249.00	

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Rack prices are adjusted in this report to reflect the wholesale rack prices modified to include/exclude the CAR values for California locations.

Subscriber fully understands that the CAR Adjusted Rack Price files MAY NOT match the official standard/terminal OPIS Rack Displays and agrees to fully inform those whom the subscriber does business with of the nature of the prices and how they may be different from standard/terminal OPIS rack prices. Subscriber accepts the risks inherent with using OPIS CAR Adjusted Rack Price files. http://www.opisnet.com/resources/cap_and_trade_supplier_list.pdf

NESTE

SAFETY DATA SHEET

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel

1. Identification

Product identifier

Product name NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel

Product number ID 15783.

Recommended use of the chemical and restrictions on use

Application Use as a fuel

Details of the supplier of the safety data sheet

Supplier Neste Singapore Pte Ltd
1 Tuas Soth Lane, Singapore 637301, SINGAPORE
+65 6223 1222
SDS@neste.com (chemical safety)

Emergency telephone number

National emergency telephone number +358-9-471 977, +358-9-4711, Poison Information Centre/HUS, P.O.B 340 (Tukholmankatu 17) 00029 HUS (Helsinki, Finland)

2. Hazard(s) identification

Classification of the substance or mixture

Physical hazards Flam. Liq. 4 - H227

Health hazards Asp. Tox. 1 - H304

Environmental hazards Not Classified

Label elements

Pictogram



Signal word Danger

Hazard statements H227 Combustible liquid.
H304 May be fatal if swallowed and enters airways.

Precautionary statements P210 Keep away from heat, sparks, open flames and hot surfaces. No smoking.
P301+P310 If swallowed: Immediately call a poison center/doctor.
P331 Do NOT induce vomiting.
P501 Dispose of contents/container in accordance with national regulations.

Contains Alkanes, C10-20 -branched and linear

Other hazards

Other hazards Risk of soil and ground water contamination.,Repeated exposure may cause skin dryness or cracking.

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel**3. Composition/information on Ingredients****Mixtures****Alkanes, C10-20 -branched and linear****ca. 100%**

CAS number: 928771-01-1

Classification

Flam. Liq. 4 - H227

Asp. Tox. 1 - H304

The Full Text for all Hazard Statements are Displayed in Section 16.

Other Information

Mixture of renewable raw material fuel and additives., Contains middle distillate-range iso- and n-paraffinic hydrocarbons., Total aromatics at maximum 1,0 Weight %., Identity inside the EU: Renewable hydrocarbons (diesel type fraction); REACH Registration Nr: 01-2119450077-42-0001.

4. First-aid measures**Description of first aid measures****Inhalation**

Unlikely to be hazardous by inhalation because of the low vapor pressure of the product at ambient temperature. If spray/mist has been inhaled, proceed as follows. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms are severe or persist.

Ingestion

Do not induce vomiting. Get medical attention immediately.

Skin Contact

Remove contaminated clothing immediately and wash skin with soap and water. Get medical attention if irritation persists after washing.

Eye contact

Rinse immediately with plenty of water. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation persists after washing.

Most important symptoms and effects, both acute and delayed**General Information**

Repeated exposure may cause skin dryness or cracking. Spray/mists may cause respiratory tract irritation. Entry into the lungs following ingestion or vomiting may cause chemical pneumonitis.

Indication of immediate medical attention and special treatment needed**Notes for the doctor**

Treat symptomatically.

5. Fire-fighting measures**Extinguishing media****Suitable extinguishing media**

Water spray, foam, dry powder or carbon dioxide.

Unsuitable extinguishing media

Water may be ineffective for extinguishment, unless used under favorable conditions by experienced fire fighters.

Special hazards arising from the substance or mixture**Specific hazards**

Combustible liquid. Containers can burst violently or explode when heated, due to excessive pressure build-up.

Hazardous combustion products

Carbon dioxide (CO₂). Carbon monoxide (CO).

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel

Advice for firefighters

Protective actions during firefighting Cool containers exposed to heat with water spray and remove them from the fire area if it can be done without risk.

Special protective equipment for firefighters Wear positive-pressure self-contained breathing apparatus (SCBA) and appropriate protective clothing.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Wear adequate protective equipment at all operations.

For emergency responders Prevent unauthorized access. Eliminate all ignition sources if safe to do so. Take precautionary measures against static discharge.

Environmental precautions

Environmental precautions Avoid release to the environment. Stop leak if safe to do so. Avoid the spillage or runoff entering drains, sewers or watercourses. Inform the relevant authorities if environmental pollution occurs (sewers, waterways, soil or air). Risk of soil and ground water contamination.

Methods and material for containment and cleaning up

Methods for cleaning up Immediately start clean-up of the liquid and contaminated soil. Contain spillage with sand, earth or other suitable non-combustible material. Pay attention to the fire and health hazards caused by the product.

Reference to other sections For personal protection, see Section 8.

7. Handling and storage

Precautions for safe handling

Usage precautions Avoid heat, flames and other sources of ignition. Take precautionary measures against static discharges. All handling should only take place in well-ventilated areas. Avoid inhalation of vapors and contact with skin and eyes. Use personal protective equipment and/or local ventilation when needed. Do not eat, drink or smoke when using this product. Wash hands and any other contaminated areas of the body with soap and water before leaving the work site. During tank operations follow special instructions (risk of oxygen displacement and hydrocarbons).

Conditions for safe storage, including any incompatibilities

Storage precautions Flammable liquid storage. Store in accordance with local regulations. Store in a demarcated bunded area to prevent release to drains and/or watercourses. Take precautions against leakage by constructing collecting pools and sewerage systems as well as by surfacing the loading and unloading stations. Only store in correctly labeled containers. Use containers made of the following materials: Carbon steel. Stainless steel.

Specific end uses(s)

Specific end use(s) Not known.

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel

8. Exposure Controls/personal protection

Ingredient comments	The individual limit values can be applied for the hydrocarbons. Diesel fuel as total hydrocarbons; ACGIH TLV®-TWA (8h) 100 mg/m3 (IFV).
Exposure controls	
Appropriate engineering controls	All handling should only take place in well-ventilated areas. Use personal protective equipment and/or local ventilation when needed. Handle in accordance with good industrial hygiene and safety practice. During tank operations follow special instructions (risk of oxygen displacement and hydrocarbons).
Eye/face protection	Tight-fitting safety glasses.
Hand protection	Wear protective gloves. It is recommended that gloves are made of the following material: Nitrile rubber, Neoprene, Polyvinyl chloride (PVC). The selected gloves should have a breakthrough time of at least 4 hours. Protection class 5. Change protective gloves regularly.
Other skin and body protection	Wear suitable protective clothing as protection against splashing or contamination. Wear anti-static protective clothing if there is a risk of ignition from static electricity.
Respiratory protection	Filter device/half mask Combination filter, type A2/P2. Filter device could be used maximum 2 hours at a time. Filter devices must not be used in conditions where the oxygen level is low (< 19 vol.-%). At high concentrations a breathing apparatus must be used (self-contained or fresh air hose breathing apparatus). Filter must be changed often enough.
Environmental exposure controls	Take precautions against leakage by constructing collecting pools and sewerage systems as well as by surfacing the loading and unloading stations.

9. Physical and Chemical Properties

Information on basic physical and chemical properties

Appearance	Liquid.
Color	Clear.
Odor	Mild.
Odor threshold	-
pH	-
Melting point	Pour point < -20°C @ 1013 hPa (BS4633, EC A1)
Initial boiling point and range	180-320°C (EN ISO 3405)
Flash point	> 61°C (EN ISO 2719, EC A9)
Upper/lower flammability or explosive limits	-
Vapour pressure	0,087 kPa @ 25°C (EC A4)
Vapour density	-
Relative density	0,77 - 0,79 @ 15/4°C (EN ISO 12185, EC A3)
Solubility(ies)	Insoluble in water. ~ 0,075 mg/l water @ 25°C (calculated) Soluble in the following materials: Methanol. Hydrocarbons.
Partition coefficient	log Kow: > 6,5 (EC A8)
Auto-ignition temperature	204°C (EC A15)
Decomposition Temperature	-

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel

Viscosity	Kinematic viscosity 4.0 mm ² /s @ 20°C 2.6 mm ² /s @ 40°C (OECD 114) Dynamic viscosity ≤ 5 mPa s @ 20°C
Explosive properties	Not considered to be explosive. (EC A14)
Oxidising properties	Does not meet the criteria for classification as oxidizing.
Other information	Not known.

10. Stability and reactivity

Reactivity	There are no known reactivity hazards associated with this product.
Stability	Stable at normal ambient temperatures and when used as recommended.
Possibility of hazardous reactions	No potentially hazardous reactions known.
Conditions to avoid	Keep away from heat, sparks and open flame.
Materials to avoid	Oxidizing agents.
Hazardous decomposition products	Does not decompose when used and stored as recommended.

11. Toxicological information

Information on toxicological effects

Toxicological effects Based on available data the classification criteria are not met.

Skin corrosion/Irritation

Skin corrosion/Irritation Based on available data the classification criteria are not met.,(EC B4),Repeated exposure may cause skin dryness or cracking.,The product irritates mucous membranes and may cause abdominal discomfort if swallowed.,May cause respiratory system irritation.

Serious eye damage/Irritation

Serious eye damage/Irritation Based on available data the classification criteria are not met. (EC B5)

Skin sensitization

Skin sensitisation Based on available data the classification criteria are not met. (EC B6)

Germ cell mutagenicity

Genotoxicity - In vitro Based on available data the classification criteria are not met. (EC B10, B13/14 & B17).

Carcinogenicity

Carcinogenicity Based on available data the classification criteria are not met.

IARC carcinogenicity

Not listed.

NTP carcinogenicity

Not listed.

OSHA Carcinogenicity

Not listed.

Reproductive toxicity

Reproductive toxicity - fertility Based on available data the classification criteria are not met. (OECD 416)

Specific target organ toxicity - single exposure

STOT - single exposure Not classified as a specific target organ toxicant after a single exposure.

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel

Specific target organ toxicity - repeated exposure

STOT - repeated exposure Based on available data the classification criteria are not met. (OECD 408)

Aspiration hazard

Aspiration hazard May be fatal if swallowed and enters airways. Entry into the lungs following ingestion or vomiting may cause chemical pneumonitis.

Route of entry Inhalation Ingestion Skin and/or eye contact

Toxicological information on ingredients.

Alkanes, C10-20 -branched and linear

Acute toxicity - oral

Notes (oral LD₅₀) LD₅₀ >2000 mg/kg, Oral, Rat (EC B1 tris)

Acute toxicity - dermal

Notes (dermal LD₅₀) LD₅₀ > 2000 mg/kg, Dermal, Rat (EC B3)

12. Ecological Information

Toxicity

Toxicity Based on available data the classification criteria are not met.

Ecological information on ingredients.

Alkanes, C10-20 -branched and linear

Acute toxicity - fish	LL ₅₀ , 96 hours: > 1000 mg/l, Fish WAF (OECD 203)
Acute toxicity - aquatic invertebrates	EL50, 48 hours: > 100 mg/l, WAF (OECD 202)
Acute toxicity - aquatic plants	EL50, 72 hours: > 100 mg/l, Algae WAF (OECD 201)
Acute toxicity - microorganisms	EC ₅₀ , 30 minutes: > 1000 mg/l, Micro-organisms (wastewater sludge) EC ₅₀ , 3 hours: > 1000 mg/l, Micro-organisms (wastewater sludge) (OECD 209)
Chronic toxicity - aquatic Invertebrates	NOEC, 21 days: 1 mg/l, LOEC, 21 days: 3,2 mg/l, WAF (OECD 211) NOEC, 10 days: 373 mg/kg, Sediment organisms LOEC, 10 days: 1165 mg/kg, Sediment organisms LC ₅₀ , 10 days: 1200 mg/kg, Sediment organisms (OSPAR Protocols, Part A: Sediment Bioassay, 2005)

Persistence and degradability

Stability (hydrolysis) No significant reaction in water.

Biodegradation Rapidly degradable
(OECD 301B).

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel**Bioaccumulative potential****Bio-Accumulative Potential** Possibly bioaccumulative.**Partition coefficient** log Kow: > 6,5 (EC A8)**Mobility in soil****Mobility** Evaporates slowly. The product has poor water-solubility. The product contains substances which are bound to particulate matter and are retained in soil. Log Koc > 5.6 (EC C19).**Results of PBT and vPvB assessment****Results of PBT and vPvB assessment** This product does not contain any substances classified as PBT or vPvB.**Other adverse effects****Other adverse effects** Not known.**13. Disposal considerations****Waste treatment methods****Disposal methods** Dispose of waste to licensed waste disposal site in accordance with the requirements of the local Waste Disposal Authority. When handling waste, the safety precautions applying to handling of the product should be considered. Care should be taken when handling emptied containers that have not been thoroughly cleaned or rinsed out. Product residues retained in emptied containers can be hazardous. Waste packaging should be collected for reuse or recycling.**14. Transport Information****UN Number****UN No. (DOT)** 1202**UN No. (IMDG)** Not classified under IMDG.**UN proper shipping name****Proper shipping name (DOT)** UN 1202 DIESEL FUEL**Packing group****DOT pack group** III**Environmental hazards****Environmentally Hazardous Substance**

No.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Transported by ship as bulk: Product name: Alkanes, C10-C26 linear and branched, (Flashpoint >60 deg.C) (NExBTL Renewable Diesel). Pollution category: Cat Y Ship type: 3**15. Regulatory Information****US State Regulations****California Proposition 65 Carcinogens and Reproductive Toxins**

Not listed.

NEXBTL Renewable Diesel; Neste 100 % NEXBTL -diesel; Neste Green 100 -diesel**16. Other Information**

Abbreviations and acronyms used in the safety data sheet	ACGIH = American Conference of Governmental Industrial Hygienists IARC = International Agency for Research on Cancer NTP = National Toxicology Program OSHA = Occupational Safety and Health Administration TLV = Treshold Limit Value TWA = Time-Weighted Average WAF = Water Accommodated Fraction
Key literature references and sources for data	Regulations, databases, literature, own research. Chemical Safety Report Renewable hydrocarbons (diesel type fraction), 2013.
Revision comments	The entire document has been updated according to UN GHS. Revised classification.
Revision date	3/2/2016
Revision	3.0
SDS No.	5623
Hazard statements in full	H227 Combustible liquid. H304 May be fatal if swallowed and enters airways.
NFPA - health hazard	0
NFPA - flammability hazard	2
NFPA - instability hazard	0
NFPA - special hazard	-
ACA HMIS Health rating.	2
ACA HMIS Flammability rating.	2
ACA HMIS Physical hazard rating.	0

The information given is based on data currently available to us and is believed to be correct. No warranty is expressed or implied regarding the accuracy of this data or the results obtained from the use thereof. No responsibility is assumed for injury or damage from the use of the products described herein. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification.

Valero
Corporate Health and Safety
P.O. Box 696000
San Antonio, TX 78269-6000



IPC (USA), INC-BRANDED

949 6485612

Feb 05, 2014

Attn: Safety/Right-To-Know Coordinator

Dear Customer:

Copies of Material Safety Data Sheet(s) (MSDS), which have been prepared in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) are enclosed for the listed products manufactured by Valero. MSDS are being provided to you either:

- as a result of your being authorized to purchase the products,
- a result of your request for MSDS or
- in compliance with the supplier notification requirements in 40 CFR, Part 372, Subpart C.

Please compare the dates on the attached MSDS with those in your file and replace any older MSDS with the more recent one. OSHA regulations may require that you make the attached information available to your employees and/or your customers.

EPA Regulations 40 CFR, Part 372, in support of Section 313 of SARA, Title III, requires all manufacturers to notify suppliers annually of the concentrations of certain chemicals in products. The list of these chemicals can be found in 40 CFR 372.65. This notification is accomplished by an annual distribution (in January) of a report listing each product and the concentration of the regulated components.

The following MSDS are attached:

MSDS Number

Description

89CARB/10.0E

Unleaded Gasoline

MSDS Assistance: (210)345-4593



SAFETY DATA SHEET

1. Identification

Product Identifier UNLEADED GASOLINE

Other means of identification

SDS number 002-GHS

Synonyms Regular/Premium/Midgrade - Unleaded Gasoline, RFG - Reformulated Unleaded Gasoline, Conventional Unleaded Gasoline, Oxygenated Unleaded Gasoline, Non-Oxygenated Unleaded Gasoline, CARB (California Air Resource Board) Unleaded Gasoline, RBOB - Reformulated Blendstock for Oxygenate Blending, CBOB - Conventional Blendstock for Oxygenate Blending, Petrol, Motor Fuel
See section 16 for complete information.

Recommended use Motor Fuel
Motor fuels.

Recommended restrictions None known.

Manufacturer / Importer / Supplier / Distributor information

Manufacturer/Supplier Valero Marketing & Supply Company and Affiliates
One Valero Way
San Antonio, TX 78269-8000
210-345-4593
CorpHSE@valero.com

General Assistance Industrial Hygienist

E-Mail 24 Hour Emergency 866-565-5220

Contact Person 1-800-424-9300 (CHEMTREC USA)

Emergency Telephone

2. Hazard(s) Identification

Physical hazards Flammable liquids Category 1

Health hazards Skin corrosion/irritation Category 2
Germ cell mutagenicity Category 1B
Carcinogenicity Category 1B
Reproductive toxicity Category 2
Specific target organ toxicity, single exposure Category 3 narcotic effects
Specific target organ toxicity, repeated exposure Category 2
Aspiration hazard Category 1

OSHA defined hazards Not classified.

Label elements




Signal word Danger

Hazard statement Extremely flammable liquid and vapor. Causes skin irritation. May cause genetic defects. May cause cancer. Suspected of damaging fertility or the unborn child. May cause drowsiness or dizziness. May cause damage to organs (blood, liver, kidney) through prolonged or repeated exposure. May be fatal if swallowed and enters airways.

Precautionary statement

Prevention

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting/ equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe gas/mist/vapors/spray. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Use only outdoors or in a well-ventilated area.

Response	if exposed or concerned: Get medical advice/attention. If inhaled: Remove person to fresh air and keep comfortable for breathing. If swallowed: Immediately call a poison center/doctor. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. In case of fire: Use alcohol-resistant foam, carbon dioxide, dry powder or water fog for extinction.	
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	Static accumulating flammable liquids	
Environmental hazards	Hazardous to the aquatic environment, long-term hazard	Category 2
Supplemental information		
Hazard symbol		
Hazard statement	Toxic to aquatic life with long lasting effects	
Precautionary statement		
Prevention	Avoid release to the environment.	
Response	Collect spillage.	

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Gasoline	86290-81-5	80-100
Toluene	108-88-3	0-30
Hexane (Other isomers)	95-14-0	5-25
Xylene (o, m, p isomers)	1330-20-7	0-25
Octane (All isomers)	111-85-9	0-18.5
Ethanol	64-17-5	0-10
1,2,4, Trimethylbenzene	95-63-6	0-6
n-Heptane	142-82-5	1-5
Pentane	109-66-0	1-5
Cumene	98-82-8	0-5
Ethylbenzene	100-41-4	0-5
Benzene	71-43-2	0-4.9
n-Hexane	110-54-3	0-3
Cyclohexane	110-82-7	0-3

4. First-aid measures

Inhalation	Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention.
Skin contact	Remove contaminated clothing and shoes. Wash off immediately with soap and plenty of water. Get medical attention if irritation develops or persists. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes. If high pressure injection under the skin occurs, always seek medical attention.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.
Ingestion	Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center. Do not give mouth-to-mouth resuscitation. If vomiting occurs, keep head low so that stomach content does not get into the lungs. Never give anything by mouth to a victim who is unconscious or is having convulsions. Get medical attention immediately.

Most important symptoms/effects, acute and delayed	Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Cyanosis (blue tissue condition, nails, lips, and/or skin). Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.
Indication of immediate medical attention and special treatment needed	In case of shortness of breath, give oxygen. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General Information	If exposed or concerned, get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use.

5. Fire-fighting measures

Suitable extinguishing media	Water spray. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	Vapor may cause flash fire. Vapors can flow along surfaces to distant ignition source and flash back. Sensitive to static discharge.
Special protective equipment and precautions for firefighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask.
Fire-fighting equipment/instructions	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. In the event of fire, cool tanks with water spray. Cool containers exposed to flames with water until well after the fire is out. For massive fire, use unmanned hose holders or monitor nozzles, if this is impossible, withdraw from area and let fire burn. Vapors may form explosive air mixtures even at room temperature. Prevent buildup of vapors or gases to explosive concentrations. Some of these materials, if spilled, may evaporate leaving a flammable residue. Water runoff can cause environmental damage. Use compatible foam to minimize vapor generation as needed.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Local authorities should be advised if significant spills cannot be contained. Keep upwind. Keep out of low areas. Ventilate closed spaces before entering. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. See Section 8 of the MSDS for Personal Protective Equipment.
Methods and materials for containment and cleaning up	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Stop leak if you can do so without risk. This material is a water pollutant and should be prevented from contaminating soil or from entering sewage and drainage systems and bodies of water. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas. Use non-sparking tools and explosion-proof equipment. Small Spills: Absorb spill with vermiculite or other inert material, then place in a container for chemical waste. Clean surface thoroughly to remove residual contamination. This material and its container must be disposed of as hazardous waste. Large Spills: Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent product from entering drains. Do not allow material to contaminate ground water system. Should not be released into the environment.
Environmental precautions	Gasoline may contain oxygenated blend products (Ethanol, etc.) that are soluble in water and therefore precautions should be taken to protect surface and groundwater sources from contamination. If facility or operation has an "oil or hazardous substance contingency plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Extremely flammable. Review Firefighting Measures, Section 5, before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g. by vacuuming). Stop leak if it can be done without risk. Use water spray to disperse vapors. Use compatible foam to minimize vapor generation as needed. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, contact the National Response Center at 1-800-424-8802.

7. Handling and storage

Precautions for safe handling

Eliminate sources of ignition. Avoid spark promoters. Ground/bond container and equipment. These alone may be insufficient to remove static electricity. Wear personal protective equipment. Do not breathe dust/fume/gas/mist/vapors/spray. Avoid contact with eyes, skin, and clothing. Do not taste or swallow. Avoid prolonged exposure. Use only with adequate ventilation. Wash thoroughly after handling. The product is extremely flammable and explosive vapor/air mixtures may be formed even at normal room temperatures. DO NOT handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use non-sparking tools and explosion-proof equipment. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Flammable liquid storage. Do not handle or store near an open flame, heat or other sources of ignition. This material can accumulate static charge which may cause spark and become an ignition source. The pressure in sealed containers can increase under the influence of heat. Keep container tightly closed in a cool, well-ventilated place. Keep away from food, drink and animal feedings. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Cumene (CAS 98-82-8)	PEL	245 mg/m ³
		50 ppm
Cyclohexane (CAS 110-82-7)	PEL	1050 mg/m ³
		300 ppm
Ethanol (CAS 64-17-5)	PEL	1900 mg/m ³
		1000 ppm
Ethylbenzene (CAS 100-41-4)	PEL	435 mg/m ³
		100 ppm
n-Heptane (CAS 142-82-5)	PEL	2000 mg/m ³
		500 ppm
n-Hexane (CAS 110-54-3)	PEL	1800 mg/m ³
		500 ppm
Octane (All isomers) (CAS 111-65-9)	PEL	2350 mg/m ³
		500 ppm
Pentane (CAS 109-66-0)	PEL	2950 mg/m ³
		1000 ppm
Xylene (o, m, p isomers) (CAS 1330-20-7)	PEL	435 mg/m ³
		100 ppm

US. OSHA Table Z-2 (29 CFR 1910.1000)

Components	Type	Value
Benzene (CAS 71-43-2)	Ceiling	25 ppm
	TWA	10 ppm
Toluene (CAS 108-88-3)	Ceiling	300 ppm
	TWA	200 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
1,2,4, Trimethylbenzene (CAS 95-63-6)	TWA	25 ppm
Benzene (CAS 71-43-2)	STEL	2.5 ppm
	TWA	0.5 ppm
Cumene (CAS 98-82-8)	TWA	50 ppm
Cyclohexane (CAS 110-82-7)	TWA	100 ppm

US ACGIH Threshold Limit Values

Components	Type	Value
Ethanol (CAS 64-17-5)	STEL	1000 ppm
Ethylbenzene (CAS 100-41-4)	TWA	20 ppm
Gasoline (CAS 86290-81-5)	STEL	500 ppm
	TWA	300 ppm
Hexane (Other isomers) (CAS 96-14-0)	STEL	1000 ppm
	TWA	500 ppm
n-Heptane (CAS 142-82-5)	STEL	500 ppm
	TWA	400 ppm
n-Hexane (CAS 110-54-3)	TWA	50 ppm
Octane (All isomers) (CAS 111-65-9)	TWA	300 ppm
Pentane (CAS 109-66-0)	TWA	600 ppm
Toluene (CAS 108-88-3)	TWA	20 ppm
Xylene (o, m, p isomers) (CAS 1330-20-7)	STEL	150 ppm
	TWA	100 ppm

US NIOSH Pocket Guide to Chemical Hazards: Ceiling Limit Value and Time Period (If specified)

Components	Type	Value
Hexane (Other isomers) (CAS 96-14-0)	Ceiling	1800 mg/m3
		510 ppm
n-Heptane (CAS 142-82-5)	Ceiling	1800 mg/m3
		440 ppm
Octane (All isomers) (CAS 111-65-9)	Ceiling	1800 mg/m3
		385 ppm
Pentane (CAS 109-66-0)	Ceiling	1800 mg/m3
		610 ppm

US NIOSH Pocket Guide to Chemical Hazards: Recommended exposure limit (REL)

Components	Type	Value
1,2,4, Trimethylbenzene (CAS 95-63-6)	TWA	125 mg/m3
		25 ppm
Benzene (CAS 71-43-2)	TWA	0.1 ppm
Cumene (CAS 98-82-8)	TWA	245 mg/m3
		50 ppm
Cyclohexane (CAS 110-82-7)	TWA	1050 mg/m3
		300 ppm
Ethanol (CAS 64-17-5)	TWA	1900 mg/m3
		1000 ppm
Ethylbenzene (CAS 100-41-4)	TWA	435 mg/m3
		100 ppm
Hexane (Other isomers) (CAS 96-14-0)	TWA	350 mg/m3
		100 ppm
n-Heptane (CAS 142-82-5)	TWA	350 mg/m3
		85 ppm
n-Hexane (CAS 110-54-3)	TWA	180 mg/m3
		50 ppm
Octane (All isomers) (CAS 111-65-9)	TWA	350 mg/m3
		75 ppm
Pentane (CAS 109-66-0)	TWA	350 mg/m3
		120 ppm
Toluene (CAS 108-88-3)	TWA	375 mg/m3
		100 ppm
Xylene (o, m, p isomers) (CAS 1330-20-7)	TWA	435 mg/m3

US NIOSH Pocket Guide to Chemical Hazards: Recommended exposure limit (REL)

Components	Type	Value
		100 ppm

US NIOSH Pocket Guide to Chemical Hazards: Short Term Exposure Limit (STEL)

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	1 ppm
Ethylbenzene (CAS 100-41-4)	STEL	545 mg/m3
		125 ppm
Toluene (CAS 108-88-3)	STEL	560 mg/m3
		150 ppm
Xylene (o, m, p isomers) (CAS 1330-20-7)	STEL	655 mg/m3
		150 ppm

Biological limit values

ACGIH Biological Exposure Indices

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapturic acid	Creatinine in urine	*
Ethylbenzene (CAS 100-41-4)	0.7 g/g	Sum of mandelic acid and phenylglyoxylic acid	Creatinine in urine	*
n-Hexane (CAS 110-54-3)	0.4 mg/l	2,5-Hexanedione, without hydrolysis		*
	0.4 mg/l	2,5-Hexanedione, without hydrolysis	Urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/l	Toluene	Urine	*
	0.02 mg/l	Toluene	Blood	*
Xylene (o, m, p isomers) (CAS 1330-20-7)	1.5 g/g	Methylhippuric acids	Creatinine in urine	*

* - For sampling details, please see the source document.

Exposure guidelines

US - California OELs: Skin designation

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Cumene (CAS 98-82-8)	Can be absorbed through the skin.
n-Hexane (CAS 110-54-3)	Can be absorbed through the skin.
Toluene (CAS 108-88-3)	Can be absorbed through the skin.

US - Minnesota Haz Sube: Skin designation applies

Cumene (CAS 98-82-8)	Skin designation applies.
Toluene (CAS 108-88-3)	Skin designation applies.

US - Tennessee OELs: Skin designation

Cumene (CAS 98-82-8)	Can be absorbed through the skin.
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US ACGIH Threshold Limit Values: Skin designation

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
n-Hexane (CAS 110-54-3)	Can be absorbed through the skin.

US NIOSH: Pocket Guide to Chemical Hazards

Cumene (CAS 98-82-8)	Can be absorbed through the skin.
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US OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Cumene (CAS 98-82-8)	Can be absorbed through the skin.
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Appropriate engineering controls Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses. If splash potential exists, wear full face shield or chemical goggles.

Skin protection	
Hand protection	Avoid exposure - obtain special instructions before use. Wear protective gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.
Other	Wear chemical-resistant, impervious gloves. Full body suit and boots are recommended when handling large volumes or in emergency situations. Flame retardant protective clothing is recommended.
Respiratory protection	
	Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If workplace exposure limits for product or components are exceeded, NIOSH approved equipment should be worn. Proper respirator selection should be determined by adequately trained personnel, based on the contaminants, the degree of potential exposure and published respiratory protection factors. This equipment should be available for nonroutine and emergency use.
Thermal hazards	
General hygiene considerations	
	Consult supervisor for special handling instructions. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Wash hands before breaks and immediately after handling the product. Provide eyewash station and safety shower. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Light straw to red clear liquid with characteristic strong odor of gasoline
Physical state	Liquid.
Form	Liquid
Color	Light straw to red clear
Odor	Characteristic Gasoline Odor (Strong).
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	44.01 °F (6.67 °C) May start to solidify at this temperature. This is based on data for the following ingredient: Cyclohexane. Weighted average: -91.9 deg C (-133.4 deg F)
Initial boiling point and boiling range	80.06 - 440.06 °F (26.7 - 226.7 °C)
Flash point	-40.0 °F (-40.0 °C) (closed cup)
Evaporation rate	10 - 11 BuAc
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	1.3 %
Flammability limit - upper (%)	7.1 %
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available
Vapor pressure	60.8 - 101.3 kPa (20°C)
Vapor density	3 - 4 (Air=1)
Relative density	Not available
Solubility(ies)	Very slightly soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 500 °F (> 260 °C)
Decomposition temperature	Not available
Viscosity	Not available
Other information	
Flash point class	Flammable IA
VOC (Weight %)	100 %

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Heat, flames and sparks. Ignition sources. Contact with incompatible materials. Do not pressurize, cut, weld, braze, solder, drill, grind or expose empty containers to heat, flame, sparks, static electricity, or other sources of ignition, they may explode and cause injury or death.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Swallowing or vomiting of the liquid may result in aspiration into the lungs.
Inhalation	In high concentrations, mists/vapors may irritate throat and respiratory system and cause coughing. May cause drowsiness or dizziness.
Skin contact	Causes skin irritation. Prolonged contact may cause dryness of the skin.
Eye contact	May cause eye irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Irritation of nose and throat. Irritation of eyes and mucous membranes. Skin irritation. Unconsciousness. Corneal damage. Narcosis. Cyanosis (blue tissue condition, nails, lips, and/or skin). Decrease in motor functions. Behavioral changes. Edema. Liver enlargement. Jaundice. Conjunctivitis. Proteinuria. Defatting of the skin. Rash.

Information on toxicological effects

Acute toxicity Based on available data, the classification criteria are not met.

Components	Species	Test Results
1,2,4, Trimethylbenzene (CAS 95-63-6)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 3160 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 2000 mg/l, 48 Hours
<i>Oral</i>		
LD50	Rat	6 g/kg
Benzene (CAS 71-43-2)		
Acute		
<i>Oral</i>		
LD50	Rat	3306 mg/kg
Cumene (CAS 98-82-8)		
Acute		
<i>Inhalation</i>		
LC50	Mouse	2000 mg/l, 7 Hours
	Rat	8000 mg/l, 4 Hours
<i>Oral</i>		
LD50	Rat	1400 mg/kg
		2.91 g/kg
Cyclohexane (CAS 110-82-7)		
Acute		
<i>Oral</i>		
LD50	Rat	12705 mg/kg
Ethanol (CAS 64-17-5)		
Acute		
<i>Inhalation</i>		
LC50	Rat	30000 mg/m3

Components	Species	Test Results
Ethylbenzene (CAS 100-41-4)		
Acute		
Dermal		
LD50	Rabbit	> 5000 mg/kg
Oral		
LD50	Rat	5.46 g/kg
n-Heptane (CAS 142-82-5)		
Acute		
Inhalation		
LC50	Rat	103 mg/l, 4 Hours
n-Hexane (CAS 110-54-3)		
Acute		
Oral		
LD50	Rat	28710 mg/kg
Octane (All isomers) (CAS 111-65-9)		
Acute		
Inhalation		
LC50	Rat	118 mg/l, 4 Hours
Pentane (CAS 109-66-0)		
Acute		
Inhalation		
LC50	Rat	364 mg/l, 4 Hours
Toluene (CAS 108-88-3)		
Acute		
Dermal		
LD50	Rabbit	14.1 ml/kg
Inhalation		
LC50	Rat	49000 mg/m ³ , 4 Hours
Oral		
LD50	Rat	636 mg/kg
Xylene (o, m, p isomers) (CAS 1330-20-7)		
Acute		
Oral		
LD50	Rat	4300 mg/kg
Skin corrosion/irritation	Causes skin irritation.	
Serious eye damage/eye irritation	Based on available data, the classification criteria are not met.	
Respiratory sensitization	Based on available data, the classification criteria are not met.	
Skin sensitization	Based on available data, the classification criteria are not met. This substance may have a potential for sensitization which may provoke an allergic reaction among sensitive individuals.	
Germ cell mutagenicity	May cause genetic defects In in-vitro experiments, neither benzene, toluene nor xylene changed the number of sister-chromatid exchanges (SCEs) or the number of chromosomal aberrations in human lymphocytes. However, toluene and xylene caused a significant cell growth inhibition which was not observed with benzene in the same concentrations. In in-vivo experiments, toluene changed the number of sister-chromatid exchanges (SCEs) in human lymphocytes. Toluene may cause heritable genetic damage.	
Carcinogenicity	May cause cancer	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Benzene (CAS 71-43-2)	1 Carcinogenic to humans.	
Cumene (CAS 98-82-8)	2B Possibly carcinogenic to humans.	
Ethylbenzene (CAS 100-41-4)	2B Possibly carcinogenic to humans.	
Gasoline (CAS 86290-81-5)	2B Possibly carcinogenic to humans.	
Toluene (CAS 108-88-3)	3 Not classifiable as to carcinogenicity to humans.	
Xylene (o, m, p isomers) (CAS 1330-20-7)	3 Not classifiable as to carcinogenicity to humans.	
NTP Report on Carcinogens		
Benzene (CAS 71-43-2)	Known To Be Human Carcinogen.	

UNLEADED GASOLINE

913457

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Prepared by 3E Company

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Benzene (CAS 71-43-2)

Cancer hazard

Reproductive toxicity	Suspected of damaging fertility or the unborn child Benzene, xylene and toluene have demonstrated animal effects of reproductive toxicity. Animal studies of benzene have shown testicular effects, alterations in reproductive cycles, chromosomal aberrations and embryo/fetotoxicity. Ethanol has demonstrated human effects of reproductive toxicity. Can cause adverse reproductive effects - such as birth defects, miscarriages, or infertility. Avoid exposure to women during early pregnancy. Avoid contact during pregnancy/while nursing.
Specific target organ toxicity - single exposure	May cause drowsiness or dizziness.
Specific target organ toxicity - repeated exposure	May cause damage to the following organs through prolonged or repeated exposure: Blood Kidneys, Liver
Aspiration hazard	May be fatal if swallowed and enters airways.
Chronic effects	Repeated exposure of laboratory animals to high concentrations of gasoline vapors has caused kidney damage and cancer in rats and cancer in mice. Gasoline was evaluated for genetic activity in assays using microbial cells, cultured mammalian cells and rat bone marrow cells. The results were all negative so gasoline was considered nonmutagenic under these conditions. Overexposure to this product or its components has been suggested as a cause of liver abnormalities in laboratory animals and humans. Lifetime studies by the American Petroleum Institute have shown that kidney damage and kidney cancer can occur in male rats after prolonged inhalation exposures at elevated concentrations of total gasoline. Kidneys of mice and female rats were unaffected. The U.S. EPA Risk Assessment Forum has concluded that the male rat kidney tumor results are not relevant for humans. Total gasoline exposure also produced liver tumors in female mice only. The implication of these data for humans has not been determined.
Further information	Symptoms may be delayed.

12. Ecological Information

Ecotoxicity Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

Components	Species		Test Results
1,2,4, Trimethylbenzene (CAS 95-63-6)			
Aquatic			
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>)	7.19 - 8.29 mg/l, 96 hours
Benzene (CAS 71-43-2)			
Aquatic			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	8.76 - 15.6 mg/l, 48 hours
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	7.2 - 11.7 mg/l, 96 hours
Cumene (CAS 98-82-8)			
Aquatic			
Crustacea	EC50	Brine shrimp (<i>Artemia</i> sp.)	3.55 - 11.29 mg/l, 48 hours
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	2.7 mg/l, 96 hours
Cyclohexane (CAS 110-82-7)			
Aquatic			
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>)	3.961 - 5.181 mg/l, 96 hours
		Striped bass (<i>Morone saxatilis</i>)	8.3 mg/l, 96 hours
Ethanol (CAS 64-17-5)			
Aquatic			
Algae	EC50	Freshwater algae	275 mg/l, 72 Hours
		Marine water algae	1970 mg/l
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>)	> 100 mg/l, 96 hours
		Freshwater fish	11200 mg/l, 96 Hours
Invertebrate	EC50	Freshwater invertebrate	5012 mg/l, 48 Hours
		Marine water invertebrate	857 mg/l, 48 Hours
Ethylbenzene (CAS 100-41-4)			
Aquatic			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	1 - 4 mg/l, 48 hours
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	4 mg/l, 96 hours

Components	Species		Test Results
n-Heptane (CAS 142-82-5)			
Aquatic			
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	4924 mg/l, 96 hours
n-Hexane (CAS 110-54-3)			
Aquatic			
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>)	2 101 - 2 981 mg/l, 96 hours
Toluene (CAS 108-88-3)			
Aquatic			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	5 48 - 9 83 mg/l, 48 hours
Fish	LC50	Coho salmon, silver salmon (<i>Oncorhynchus kisutch</i>)	5 5 mg/l, 96 hours
		Pink salmon (<i>Oncorhynchus gorbuscha</i>)	6 86 - 8 48 mg/l, 96 hours
Xylene (o, m, p isomers) (CAS 1330-20-7)			
Aquatic			
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)	8 mg/l, 96 Hours
Persistence and degradability Not available.			
Bioaccumulative potential Not available.			
Partition coefficient n-octanol / water (log Kow)			
Ethanol (CAS 64-17-5)			-0.31
Benzene (CAS 71-43-2)			2.13
Toluene (CAS 108-88-3)			2.73
Ethylbenzene (CAS 100-41-4)			3.15
Xylene (o, m, p isomers) (CAS 1330-20-7)			3.2
Pentane (CAS 109-66-0)			3.39
Cyclohexane (CAS 110-82-7)			3.44
Hexane (Other isomers) (CAS 96-14-0)			3.6
Cumene (CAS 98-82-8)			3.66
n-Hexane (CAS 110-54-3)			3.9
n-Heptane (CAS 142-82-5)			4.56
Octane (All isomers) (CAS 111-85-9)			5.18
Mobility in soil Not available.			
Other adverse effects Not available.			
13. Disposal considerations			
Disposal instructions	Dispose in accordance with all applicable regulations. This material and its container must be disposed of as hazardous waste. Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container.		
Hazardous waste code	D001: Waste Flammable material with a flash point <140 °F D018: Waste Benzene		
US RCRA Hazardous Waste U List: Reference			
Benzene (CAS 71-43-2)	U019		
Cumene (CAS 98-82-8)	U055		
Cyclohexane (CAS 110-82-7)	U056		
Toluene (CAS 108-88-3)	U220		
Xylene (o, m, p isomers) (CAS 1330-20-7)	U239		
Waste from residues / unused products	Dispose of in accordance with local regulations.		
Contaminated packaging	Offer rinsed packaging material to local recycling facilities.		
14. Transport information			
DOT			
UN number	UN1203		
UN proper shipping name	Gasoline		
Transport hazard class(es)	3		
Subsidiary class(es)	-		
Packing group	II		
Environmental hazards			
Marine pollutant	Yes		

Special precautions for user	Read safety instructions, SDS and emergency procedures before handling
Special provisions	139, B33, B101, T8
Packaging exceptions	150
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1203
UN proper shipping name	Gasoline
Transport hazard class(es)	3
Subsidiary class(es)	-
Packaging group	II
Environmental hazards	Yes
Labels required	3
ERG Code	3H

Special precautions for user Read safety instructions, SDS and emergency procedures before handling

IMDG

UN number	UN1203
UN proper shipping name	Gasoline
Transport hazard class(es)	3
Subsidiary class(es)	-
Packaging group	II
Environmental hazards	

Marine pollutant	Yes
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Labels required	3
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EmS	F-E, S-E
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Special precautions for user Read safety instructions, SDS and emergency procedures before handling

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable. However, this product is a liquid and if transported in bulk covered under MARPOL 73/78, Annex I

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

BENZENE (CAS 71-43-2)	Cancer
	Central nervous system
	Blood
	Aspiration
	Skin
	Eye
	Respiratory tract irritation
	Flammability

CERCLA Hazardous Substance List (40 CFR 302.4)

Benzene (CAS 71-43-2)	LISTED
Cumene (CAS 98-82-8)	LISTED
Cyclohexane (CAS 110-82-7)	LISTED
Ethanol (CAS 64-17-6)	LISTED
Ethylbenzene (CAS 100-41-4)	LISTED
Gasoline (CAS 86290-81-5)	LISTED
Hexane (Other isomers) (CAS 98-14-0)	LISTED
n-Heptane (CAS 142-82-5)	LISTED
n-Hexane (CAS 110-54-3)	LISTED
Octane (All isomers) (CAS 111-65-9)	LISTED
Pentane (CAS 109-66-0)	LISTED
Toluene (CAS 106-88-3)	LISTED
Xylene (o, m, p isomers) (CAS 1330-20-7)	LISTED

Hexane (Other Isomers) (CAS 96-14-0)
 n-Heptane (CAS 142-82-5)
 n-Hexane (CAS 110-54-3)
 Octane (All isomers) (CAS 111-65-9)
 Pentane (CAS 109-66-0)
 Toluene (CAS 108-88-3)
 Xylene (o, m, p isomers) (CAS 1330-20-7)

US, Rhode Island RTK

1,2,4, Trimethylbenzene (CAS 95-63-6)
 Benzene (CAS 71-43-2)
 Cumene (CAS 98-82-8)
 Cyclohexane (CAS 110-82-7)
 Ethylbenzene (CAS 100-41-4)
 n-Hexane (CAS 110-54-3)
 Pentane (CAS 109-66-0)
 Toluene (CAS 108-88-3)
 Xylene (o, m, p isomers) (CAS 1330-20-7)

US, California Proposition 65

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Benzene (CAS 71-43-2)
 Cumene (CAS 98-82-8)
 Ethylbenzene (CAS 100-41-4)
 Toluene (CAS 108-88-3)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	No
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

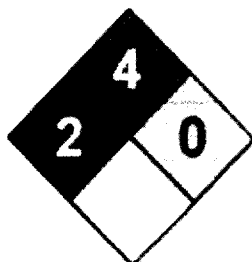
*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other Information, Including date of preparation or last revision

Issue date 13-May-2013
 Revision date 27-June-2013
 Version # 02

NFPA Ratings



References

ACGIH
 EPA AQUIRE database
 NLM Hazardous Substances Data Base
 US IARC Monographs on Occupational Exposures to Chemical Agents
 HSDB® - Hazardous Substances Data Bank
 IARC Monographs: Overall Evaluation of Carcinogenicity
 National Toxicology Program (NTP) Report on Carcinogens
 ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

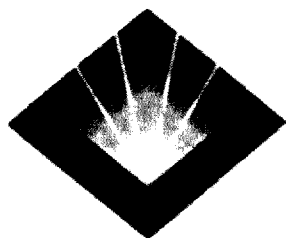
Disclaimer

This material Safety Data Sheet (SDS) was prepared in accordance with 29 CFR 1910.1200 by Valero Marketing & Supply Co., ("VALERO"). VALERO does not assume any liability arising out of product use by others. The information, recommendations, and suggestions presented in this SDS are based upon test results and data believed to be reliable. The end user of the product has the responsibility for evaluating the adequacy of the data under the conditions of use, determining the safety, toxicity and suitability of the product under these conditions, and obtaining additional or clarifying information where uncertainty exists. No guarantee expressed or implied is made as to the effects of such use, the results to be obtained, or the safety and toxicity of the product in any specific application. Furthermore, the information herein is not represented as absolutely complete, since it is not practicable to provide all the scientific and study information in the format of this document, plus additional information may be necessary under exceptional conditions of use, or because of applicable laws or government regulations.

Material Safety Data Sheet

Gasoline, Unleaded

NFPA: Flammability



TESORO

HMIS III:

HEALTH	1
	3
	0

0 = Insignificant, 1 = Slight, 2 = Moderate, 3 = High, 4 = Extreme

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name	:	Gasoline, Unleaded			
Synonyms	:	Blend of Highly Flammable Petroleum Distillates, Regular, Mid-Grade, Premium, 888100005481			
MSDS Number	:	888100005481	Version	:	2.13
Product Use Description	:	Fuel			
Company	:	For: Tesoro Refining & Marketing Co. 19100 Ridgewood Parkway, San Antonio, TX 78259			
Tesoro Call Center	:	(877) 783-7676	Chemtrec (Emergency Contact)	:	(800) 424-9300

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Regulatory status : This material is considered hazardous by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200).

Hazard Summary : Extremely flammable. Irritating to eyes and respiratory system. Affects central nervous system. Harmful or fatal if swallowed. Aspiration Hazard.

Recent preliminary reports suggest that the government-mandated ethanol component may not be compatible with fiberglass gasoline tanks. Ethanol may dissolve fiberglass resin, causing engine damage and possibly allow leakage of explosive gasoline.

Potential Health Effects

Eyes : Causes eye irritation.

Skin : May cause skin irritation. Can be absorbed through skin.

Ingestion : Aspiration hazard if liquid is inhaled into lungs, particularly from vomiting after ingestion. Aspiration may result in chemical pneumonia, severe lung damage, respiratory failure and even death. Ingestion may cause gastrointestinal disturbances, including irritation, nausea, vomiting and diarrhea, and central nervous (brain) effects similar to alcohol intoxication. In severe cases, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death may occur.

Chronic Exposure : Long-term exposure may cause effects to specific organs, such as to the liver, kidneys, blood, nervous system, and skin. Contains benzene, which can cause

blood disease, including anemia and leukemia.

Target Organs

: Eyes, Skin, Central nervous system, Liver, Kidney, Blood

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS-No.	Weight %
Gasoline, natural; Low boiling point naphtha	8006-61-9	10 - 30%
Toluene	108-88-3	10 - 30%
Xylene	1330-20-7	10 - 30%
Ethanol; ethyl alcohol	64-17-5	0-8.2%
Trimethylbenzene	25551-13-7	1 - 5%
Isopentane; 2-methylbutane	78-78-4	1 - 5%
Naphthalene	91-20-3	1 - 5%
Benzene	71-43-2	0.1 - 4.7%
Pentane	109-66-0	1 - 5%
Cyclohexane	110-82-7	1 - 5%
Ethylbenzene	100-41-4	1 - 5%
Butane	106-97-8	1 - 20%
Heptane [and isomers]	142-82-5	0.5 - 0.75%
N-hexane	110-54-3	0.5 - 0.75%

SECTION 4. FIRST AID MEASURES

Inhalation	: If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Seek medical attention immediately.
Skin contact	: In case of contact, immediately flush skin with plenty of water. Take off contaminated clothing and shoes immediately. Wash contaminated clothing before re-use. Contaminated leather, particularly footwear, must be discarded. Note that contaminated clothing may be a fire hazard. Seek medical advice if symptoms persist or develop.
Eye contact	: Remove contact lenses. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Seek medical advice if symptoms persist or develop.
Ingestion	: Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Obtain medical attention.

Notes to physician : Symptoms: Dizziness, Discomfort, Headache, Nausea, Kidney disorders, Liver disorders, Aspiration may cause pulmonary edema and pneumonitis. Lung edema.

SECTION 5. FIRE-FIGHTING MEASURES

Form : Liquid

Flash point : -45 °C (-49 °F)

Auto Ignition temperature : 257.22 °C (495.00 °F)

Lower explosive limit : 1.3 %(V)

Upper explosive limit : 7.6 %(V)

Suitable extinguishing media : SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO₂, water spray, fire fighting foam, or Halon. LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers., Keep containers and surroundings cool with water spray.

Specific hazards during fire fighting : Extremely flammable liquid and vapor. This material is combustible/flammable and is sensitive to fire, heat, and static discharge.

Special protective equipment for fire-fighters : Firefighting activities that may result in potential exposure to high heat, smoke or toxic by-products of combustion should require NIOSH/MSHA- approved pressure-demand self-contained breathing apparatus with full facepiece and full protective clothing.

Further information : Isolate area around container involved in fire. Cool tanks, shells, and containers exposed to fire and excessive heat with water. For massive fires the use of unmanned hose holders or monitor nozzles may be advantageous to further minimize personnel exposure. Major fires may require withdrawal, allowing the tank to burn. Large storage tank fires typically require specially trained personnel and equipment to extinguish the fire, often including the need for properly applied fire fighting foam. Exposure to decomposition products may be a hazard to health. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Use water spray to cool unopened containers. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions : Evacuate personnel to safe areas. Ventilate the area. Remove all sources of ignition. Response and clean-up crews must be properly trained and must utilize proper protective equipment (see Section 8).

Environmental precautions : Discharge into the environment must be avoided. If the product contaminates rivers and lakes or drains inform respective authorities.

Methods for cleaning up : Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations.

SECTION 7. HANDLING AND STORAGE

Handling	: Keep away from fire, sparks and heated surfaces. No smoking near areas where material is stored or handled. The product should only be stored and handled in areas with intrinsically safe electrical classification.
Advice on protection against fire and explosion	: Hydrocarbon liquids including this product can act as a non-conductive flammable liquid (or static accumulators), and may form ignitable vapor-air mixtures in storage tanks or other containers. Precautions to prevent static-initiated fire or explosion during transfer, storage or handling, include but are not limited to these examples: <ol style="list-style-type: none"> (1) Ground and bond containers during product transfers. Grounding and bonding may not be adequate protection to prevent ignition or explosion of hydrocarbon liquids and vapors that are static accumulators. (2) Special slow load procedures for "switch loading" must be followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such gasoline or naphtha). (3) Storage tank level floats must be effectively bonded. For more information on precautions to prevent static-initiated fire or explosion, see NFPA 77, Recommended Practice on Static Electricity (2007), and API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents (2008).
Dust explosion class	: Not applicable
Requirements for storage areas and containers	: Keep away from flame, sparks, excessive temperatures and open flame. Use approved containers. Keep containers closed and clearly labeled. Empty or partially full product containers or vessels may contain explosive vapors. Do not pressurize, cut, heat, weld or expose containers to sources of ignition. Store in a well-ventilated area. The storage area should comply with NFPA 30 "Flammable and Combustible Liquid Code". The cleaning of tanks previously containing this product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks In Flammable and Combustible Liquid Service" and API RP 2015 "Cleaning Petroleum Storage Tanks".
Advice on common storage	: Keep away from food, drink and animal feed. Incompatible with oxidizing agents. Incompatible with acids.
Other data	: No decomposition if stored and applied as directed. Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION
Exposure Guidelines

List	Components	CAS-No.	Type:	Value
OSHA	Benzene	71-43-2	TWA	1 ppm
		71-43-2	STEL	5 ppm
		71-43-2	OSHA_ACT	0.5 ppm
OSHA Z1	Xylene	1330-20-7	PEL	100 ppm 435 mg/m3
	Ethanol; Ethyl alcohol	64-17-5	PEL	1,000 ppm 1,900 mg/m3
	Naphthalene	91-20-3	PEL	10 ppm 50 mg/m3

	Cyclohexane	110-82-7	PEL	300 ppm 1,050 mg/m3
	Ethylbenzene	100-41-4	PEL	100 ppm 435 mg/m3
	Heptane [and isomers]	142-82-5	PEL	500 ppm 2,000 mg/m3
	N-hexane	110-54-3	PEL	500 ppm 1,800 mg/m3
ACGIH	Toluene	108-88-3	TWA	50 ppm
	Xylene	1330-20-7	TWA	100 ppm
		1330-20-7	STEL	150 ppm
	Ethanol; Ethyl alcohol	64-17-5	TWA	1,000 ppm
	Trimethylbenzene	25551-13-7	TWA	25 ppm
	Isopentane; 2-Methylbutane	78-78-4	TWA	600 ppm
	Naphthalene	91-20-3	TWA	10 ppm
		91-20-3	STEL	15 ppm
	Benzene	71-43-2	TWA	0.5 ppm
		71-43-2	STEL	2.5 ppm
	Pentane	109-66-0	TWA	600 ppm
	Cyclohexane	110-82-7	TWA	100 ppm
	Ethylbenzene	100-41-4	TWA	100 ppm
		100-41-4	STEL	125 ppm
	Heptane [and isomers]	142-82-5	TWA	400 ppm
		142-82-5	STEL	500 ppm
	N-hexane	110-54-3	TWA	50 ppm

Engineering measures	: Use adequate ventilation to keep gas and vapor concentrations of this product below occupational exposure and flammability limits, particularly in confined spaces. Use only intrinsically safe electrical equipment approved for use in classified areas.
Eye protection	: Safety glasses or goggles are recommended where there is a possibility of splashing or spraying. Ensure that eyewash stations and safety showers are close to the workstation location.
Hand protection	: Gloves constructed of nitrile or neoprene are recommended. Consult manufacturer specifications for further information.
Skin and body protection	: If needed to prevent skin contact, chemical protective clothing such as of DuPont TyChem®, Saranex or equivalent recommended based on degree of exposure. Flame resistant clothing such as Nomex ® is recommended in areas where material is stored or handled.
Respiratory protection	: A NIOSH/ MSHA-approved air-purifying respirator with organic vapor cartridges or canister may be permissible under certain circumstances where airborne concentrations are or may be expected to exceed exposure limits or for odor or irritation. Protection provided by air-purifying respirators is limited. Refer to OSHA 29 CFR 1910.134, ANSI Z88.2-1992, NIOSH Respirator Decision Logic, and the manufacturer for additional guidance on respiratory protection selection. Use a NIOSH/ MSHA-approved positive-pressure supplied-air respirator if there is a potential for uncontrolled release, exposure levels are not known, in oxygen-deficient atmospheres, or any other circumstance where an air-purifying respirator

may not provide adequate protection.

Work / Hygiene practices : Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure. Use good personal hygiene practices. Avoid repeated and/or prolonged skin exposure. Wash hands before eating, drinking, smoking, or using toilet facilities. Do not use as a cleaning solvent on the skin. Do not use solvents or harsh abrasive skin cleaners for washing this product from exposed skin areas. Waterless hand cleaners are effective. Promptly remove contaminated clothing and launder before reuse. Use care when laundering to prevent the formation of flammable vapors which could ignite via washer or dryer. Consider the need to discard contaminated leather shoes and gloves.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Form	: Liquid
Appearance	: Clear, straw colored
Odor	: Characteristic hydrocarbon-like
Flash point	: -45 °C (-49 °F)
Auto Ignition temperature	: 257.22 °C (495.00 °F)
Thermal decomposition	: No decomposition if stored and applied as directed.
Lower explosive limit	: 1.3 %(V)
Upper explosive limit	: 7.6 %(V)
pH	: Not applicable
Freezing point	: No data available
Boiling point	: 85 to 437 °F (39 to 200 °C)
Vapor Pressure	: 345 - 1,034 hPa at 37.8 °C (100.0 °F)
Relative Vapor Density	: Approximately 3 to 4
Density	: 0.8 g/cm ³
Water solubility	: Negligible
Viscosity, dynamic	: No data available
Viscosity, kinematic	: No data available
Percent Volatiles	: 100 %
Conductivity (conductivity can be reduced by environmental factors such as a decrease in temperature)	Hydrocarbon liquids without static dissipater additive may have conductivity below 1 picoSiemens per meter (pS/m). The highest electro-static ignition risks are associated with "ultra-low conductivities" below 5 pS/m. See Section 7 for sources of information on defining safe loading and handling procedures for low conductivity products.

SECTION 10. STABILITY AND REACTIVITY

Conditions to avoid : Avoid high temperatures, open flames, sparks, welding, smoking and other

	ignition sources.
Materials to avoid	: Strong oxidizing agents. Peroxides. Strong acids.
Hazardous decomposition products	: Carbon monoxide, carbon dioxide and noncombusted hydrocarbons (smoke). Contact with nitric and sulfuric acids will form nitrocresols that can decompose violently.
Thermal decomposition	: No decomposition if stored and applied as directed.
Hazardous reactions	: Keep away from oxidizing agents, and acidic or alkaline products. Hazardous polymerization does not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

Carcinogenicity

NTP	: Naphthalene (CAS-No.: 91-20-3) Benzene (CAS-No.: 71-43-2)
IARC	: Gasoline, natural; Low boiling point naphtha (CAS-No.: 8006-61-9) Naphthalene (CAS-No.: 91-20-3) Benzene (CAS-No.: 71-43-2) Ethylbenzene (CAS-No.: 100-41-4)
OSHA	: Benzene (CAS-No.: 71-43-2)
CA Prop 65	: WARNING! This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. Toluene (CAS-No.: 108-88-3) Benzene (CAS-No.: 71-43-2)
Acute oral toxicity	: LD50 rat Dose: 18.8 mg/kg
Acute inhalation toxicity	: LC50 rat Dose: 20.7 mg/l Exposure time: 4 h
Skin irritation	: Irritating to skin.
Eye irritation	: Irritating to eyes.
Further information	: Liver and kidney injuries may occur. Components of the product may affect the nervous system. IARC has determined that gasoline and gasoline exhaust are possibly carcinogenic in humans. Inhalation exposure to completely vaporized unleaded gasoline caused kidney cancers in male rats and liver tumors in female mice. The U.S. EPA has determined that the male kidney tumors are species-specific and are irrelevant for human health risk assessment. The significance of the tumors seen in female mice is not known. Exposure to light hydrocarbons in the same boiling range as this product has been associated in animal studies with effects to the central and peripheral nervous systems, liver, and kidneys. The significance of these animal models to predict similar human response to gasoline is uncertain. This product contains benzene. Human health studies indicate that prolonged and/or repeated overexposure to benzene may cause damage to the blood-forming system (particularly bone marrow), and serious blood disorders such as aplastic anemia and leukemia. Benzene is listed as a human carcinogen by the NTP, IARC, OSHA and ACGIH. Acute toxicity of benzene results primarily from depression of the central nervous system (CNS). Inhalation of concentrations over 50 ppm can

produce headache, lassitude, weariness, dizziness, drowsiness, over excitation.
Exposure to very high levels can result in unconsciousness and death.

Component:

Gasoline, natural; Low boiling point naphtha 8006-61-9

Acute oral toxicity: LD50 rat
Dose: 18.8 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 20.7 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation

Eye irritation: Classification: Irritating to eyes.
Result: Moderate eye irritation

Toluene 108-88-3

Acute oral toxicity: LD50 rat
Dose: 636 mg/kg

Acute dermal toxicity: LD50 rabbit
Dose: 12,124 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 49 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation

Prolonged skin contact may defat the skin and produce dermatitis.

Eye irritation: Classification: Irritating to eyes.
Result: Mild eye irritation

Xylene 1330-20-7

Acute oral toxicity: LD50 rat
Dose: 2,840 mg/kg

Acute dermal toxicity: LD50 rabbit
Dose: ca. 4,500 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 6,350 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation

Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.

Eye irritation: Classification: Irritating to eyes.
Result: Mild eye irritation

Ethanol; Ethyl alcohol 64-17-5

Acute oral toxicity: LD50 rat
Dose: 6,200 mg/kg

Acute dermal toxicity: LD50 rabbit
Dose: 19,999 mg/kg

Acute inhalation toxicity: LC50 rat
Dose: 8,001 mg/l
Exposure time: 4 h

Skin irritation: Classification: Irritating to skin.
Result: Mild skin irritation

Prolonged skin contact may cause skin irritation and/or dermatitis.

Eye irritation: Classification: Irritating to eyes.
Result: Mild eye irritation
Mild eye irritation

Naphthalene 91-20-3

Acute oral toxicity: LD50 rat
Dose: 2,001 mg/kg

		<p><u>Acute dermal toxicity</u>: LD50 rat Dose: 2,501 mg/kg</p> <p><u>Acute inhalation toxicity</u>: LC50 rat Dose: 101 mg/l Exposure time: 4 h</p> <p><u>Skin irritation</u>: Classification: Irritating to skin. Result: Mild skin irritation</p> <p><u>Eye irritation</u>: Classification: Irritating to eyes. Result: Mild eye irritation</p> <p><u>Carcinogenicity</u>: N11.00422130</p>
Benzene	71-43-2	<p><u>Acute oral toxicity</u>: LD50 rat Dose: 930 mg/kg</p> <p><u>Acute inhalation toxicity</u>: LC50 rat Dose: 44 mg/l Exposure time: 4 h</p> <p><u>Skin irritation</u>: Classification: Irritating to skin. Result: Mild skin irritation Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.</p> <p><u>Eye irritation</u>: Classification: Irritating to eyes. Result: Risk of serious damage to eyes.</p>
Pentane	109-66-0	<p><u>Acute oral toxicity</u>: LD50 rat Dose: 2,001 mg/kg</p> <p><u>Acute inhalation toxicity</u>: LC50 rat Dose: 364 mg/l Exposure time: 4 h</p> <p><u>Skin irritation</u>: Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.</p> <p><u>Eye irritation</u>: Classification: Irritating to eyes. Result: Mild eye irritation</p>
Cyclohexane	110-82-7	<p><u>Acute dermal toxicity</u>: LD50 rabbit Dose: 2,001 mg/kg</p> <p><u>Acute inhalation toxicity</u>: LC50 rat Dose: 14 mg/l Exposure time: 4 h</p> <p><u>Skin irritation</u>: Classification: Irritating to skin. Result: Skin irritation</p> <p><u>Eye irritation</u>: Classification: Irritating to eyes. Result: Mild eye irritation</p>
Ethylbenzene	100-41-4	<p><u>Acute oral toxicity</u>: LD50 rat Dose: 3,500 mg/kg</p> <p><u>Acute dermal toxicity</u>: LD50 rabbit Dose: 15,500 mg/kg</p> <p><u>Acute inhalation toxicity</u>: LC50 rat Dose: 18 mg/l Exposure time: 4 h</p> <p><u>Skin irritation</u>: Classification: Irritating to skin. Result: Mild skin irritation</p> <p><u>Eye irritation</u>: Classification: Irritating to eyes. Result: Risk of serious damage to eyes.</p>

Heptane [and isomers]	142-82-5	<u>Acute oral toxicity</u> : LD50 rat Dose: 15,001 mg/kg
		<u>Acute inhalation toxicity</u> : LC50 rat Dose: 103 g/m3 Exposure time: 4 h
N-hexane	110-54-3	<u>Skin irritation</u> : Classification: Irritating to skin. Result: Skin irritation Repeated or prolonged exposure may cause skin irritation and dermatitis, due to degreasing properties of the product.
		<u>Eye irritation</u> : Classification: Irritating to eyes. Result: Mild eye irritation
		<u>Acute oral toxicity</u> : LD50 rat Dose: 25,000 mg/kg
		<u>Acute dermal toxicity</u> : LD50 rabbit Dose: 2,001 mg/kg
		<u>Acute inhalation toxicity</u> : LC50 rat Dose: 171.6 mg/l Exposure time: 4 h
		<u>Skin irritation</u> : Classification: Irritating to skin. Result: Skin irritation
		<u>Eye irritation</u> : Classification: Irritating to eyes. Result: Mild eye irritation
		<u>Teratogenicity</u> : N11.00418960

SECTION 12. ECOLOGICAL INFORMATION

Additional ecological information : Keep out of sewers, drainage areas, and waterways. Report spills and releases, as applicable, under Federal and State regulations.

Component:

Toluene	108-88-3	<u>Toxicity to fish</u> LC50 Species: Carassius auratus (goldfish) Dose: 13 mg/l Exposure time: 96 h
		<u>Acute and prolonged toxicity for aquatic invertebrates</u> : EC50 Species: Daphnia magna (Water flea) Dose: 11.5 mg/l Exposure time: 48 h
		<u>Toxicity to algae</u> : IC50 Species: Selenastrum capricornutum (green algae) Dose: 12 mg/l Exposure time: 72 h
		<u>Toxicity to fish</u> : LC50 Species: Leuciscus idus (Golden orfe) Dose: 8,140 mg/l Exposure time: 48 h
Ethanol; Ethyl alcohol	64-17-5	<u>Acute and prolonged toxicity for aquatic invertebrates</u> : EC50 Species: Daphnia magna (Water flea) Dose: 9,268 - 14,221 mg/l

Isopentane; 2-Methylbutane	78-78-4	Exposure time: 48 h
		<u>Toxicity to fish:</u> LC50 Species: Oncorhynchus mykiss (rainbow trout) Dose: 3.1 mg/l Exposure time: 96 h
Naphthalene	91-20-3	<u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 2.3 mg/l Exposure time: 96 h
		<u>Toxicity to algae:</u> EC50 Species: Dose: 33 mg/l Exposure time: 24 h
Pentane	109-66-0	<u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 9.74 mg/l Exposure time: 48 h
Cyclohexane	110-82-7	<u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 3.78 mg/l Exposure time: 48 h
Heptane [and isomers]	142-82-5	<u>Toxicity to fish:</u> LC50 Species: Carassius auratus (goldfish) Dose: 4 mg/l Exposure time: 24 h
N-hexane	110-54-3	<u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 1.5 mg/l Exposure time: 48 h
		<u>Toxicity to fish:</u> LC50 Species: Pimephales promelas (fathead minnow) Dose: 2.5 mg/l Exposure time: 96 h
		<u>Acute and prolonged toxicity for aquatic invertebrates:</u> EC50 Species: Daphnia magna (Water flea) Dose: 2.1 mg/l Exposure time: 48 h

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal : Dispose of container and unused contents in accordance with federal, state and local requirements.

SECTION 14. TRANSPORT INFORMATION

CFR

Proper shipping name : Petrol
 UN-No. : 1203
 Class : 3
 Packing group : II

TDG

Proper shipping name : Gasoline
 UN-No. : UN1203
 Class : 3
 Packing group : II

IATA Cargo Transport

UN UN-No. : UN1203
 Description of the goods : Gasoline
 Class : 3
 Packaging group : II
 ICAO-Labels : 3
 Packing instruction (cargo aircraft) : 364
 Packing instruction (cargo aircraft) : Y341

IATA Passenger Transport

UN UN-No. : UN1203
 Description of the goods : Gasoline
 Class : 3
 Packaging group : II
 ICAO-Labels : 3
 Packing instruction (passenger aircraft) : 353
 Packing instruction (passenger aircraft) : Y341

IMDG-Code

UN-No. : UN 1203
 Description of the goods : Gasoline
 Class : 3
 Packaging group : II
 IMDG-Labels : 3
 EmS Number : F-E S-E
 Marine pollutant : No

SECTION 15. REGULATORY INFORMATION

OSHA Hazards : Flammable liquid
 : Highly toxic by ingestion
 : Moderate skin irritant
 : Severe eye irritant
 : Carcinogen
 TSCA Status : On TSCA Inventory
 DSL Status : . All components are on the Canadian DSL list.

SARA 311/312 Hazards : Fire Hazard
Acute Health Hazard
Chronic Health Hazard

CERCLA SECTION 103 and SARA SECTION 304 (RELEASE TO THE ENVIRONMENT)

The CERCLA definition of hazardous substances contains a "petroleum exclusion" clause which exempts crude oil, Fractions of crude oil, and products (both finished and intermediate) from the crude oil refining process and any indigenous components of such from the CERCLA Section 103 reporting requirements. However, other federal reporting requirements, including SARA Section 304, as well as the Clean Water Act may still apply.

California Prop. 65 : WARNING! This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

Toluene 108-88-3

Benzene 71-43-2

SECTION 16. OTHER INFORMATION

Further information

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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